

07R-29

Introduce: 1-22-07

RESOLUTION NO. A- **84252**

1 BE IT RESOLVED by the City Council of the City of Lincoln, Nebraska:
2 That the agreement titled 14th Street and Saltillo Road Conditional Annexation and
3 Zoning Agreement, which is attached hereto, marked as Attachment "A" and made a part hereof
4 by reference, between the City of Lincoln and NEBCO, Inc. and Western Hemisphere Holding
5 Company LLC, outlining certain conditions and understandings relating to the annexation of
6 approximately 81.83 acres of property generally located south of Saltillo Road between South 14th
7 Street and South 25th Street, is approved.

8 BE IT FURTHER RESOLVED that the Mayor is authorized to execute the Annexation
9 Agreement on behalf of the City.

10 *1/25* BE IT FURTHER RESOLVED that the City Clerk is directed to return two fully executed
11 copies of this Agreement to Rick Peo, Chief Assistant City Attorney, for distribution to the Owner.

12 BE IT FURTHER RESOLVED that the City Clerk is directed to record the Annexation
13 Agreement or a summary memorandum thereof with the Register of Deeds, filing fees to be paid
14 by the NEBCO, Inc. and Western Hemisphere Holding Company LLC.

See further Council Proceedings
on next page.

Approved as to Form and Legality:

City Attorney

Introduced by:

Robin Eschell

AYES: Camp, Cook, Eschliman,
Marvin, McRoy, Newman,
Svoboda; NAYS: None.

Approved this 14th day of Feb, 2007:
Caleen J. Seng
Mayor

ADOPTED
FEB 12 2007
BY CITY COUNCIL

07R-29

1/29/07 Council Proceedings:

COOK Moved to continue Public Hearing on Bill No. 07R-29 w/ action for one week to 2/5/07.

Seconded by McRoy & carried by the following vote: AYES: Camp, Cook, Eschliman, Marvin, McRoy, Svoboda; NAYS: None; ABSENT: Newman.

2/5/07 Council Proceedings:

MARVIN Moved to delay action on Bill No. 07R-29 for one week to 2/12/07.

Seconded by Cook & carried by the following vote: AYES: Camp, Cook, Eschliman, Marvin, McRoy, Newman, Svoboda; NAYS: None.

2/12/07 Council Proceedings:

COOK Moved to accept a substitute agreement for Bill No. 07R-29.

Seconded by McRoy & carried by the following vote: AYES: Camp, Cook, Eschliman, Marvin, McRoy, Newman, Svoboda; NAYS: None.

(Do Not Write in this Space)

CITY OF LINCOLN

Request for: Ordinance
 Resolution

Bill Control Nr 07R-29 Date: 1/12

Docketing Date 1/22; PH: 1-29-07

(To Be Entered by City Clerk)

DATE January 10, 2007	REQUEST MADE BY Rick Peo	DEPARTMENT Law
DESIRED DOCKET DATE: Jan. 22, 2007	IF EMERGENCY, GIVE REASON (See Art. 6, Sec. 2 of Charter)	
Emergency Measure Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

REASONS OR JUSTIFICATION FOR PROPOSED LEGISLATION

To approve the 14th Street and Saltillo Road Conditional Annexation and Zoning Agreement between Nebco, Inc., Western Hemisphere Holding Company LLC, and the City of Lincoln, relating to the annexation of approximately 81.83 acres of property generally located south of Saltillo Road between South 14th Street and South 25th Street.

FILED

JAN 12 2007

See Anx 06012

CITY CLERK'S OFFICE
LINCOLN, NEBRASKA

REQUESTOR <input type="checkbox"/> DOES <input type="checkbox"/> DOES NOT	WISH TO REVIEW AND APPROVE THIS ORDINANCE PRIOR TO ITS INTRODUCTION	<i>Rick Peo</i> DIRECTOR'S SIGNATURE	<u>1-12-07</u> DATE
---	--	---	------------------------

TO BE USED BY THE FINANCE DEPARTMENT

BUDGET REVIEW	DATE:	ACCOUNT NUMBER AND APPROPRIATE BALANCES	DATE:	FUND AVAILABILITY APPROVED	DATE:
DIRECTOR OF FINANCE SIGNATURE					

DISTRIBUTION

Return two (2) copies to City Clerk for Docket Number

GENERAL FACT SHEET

BILL NUMBER 07R-29

BRIEF TITLE	APPROVAL DEADLINE	REASON
Annexation Agreement		

DETAILS	POSITIONS/RECOMMENDATIONS	
<p>To approve the 14th Street and Saltillo Road Conditional Annexation and Zoning Agreement between Nebco, Inc., Western Hemisphere Holding Company LLC, and the City of Lincoln, relating to the annexation of approximately 81.83 acres of property generally located south of Saltillo Road between South 14th Street and South 25th Street.</p>	Sponsor	Planning Department
	Program Departments, or Groups Affected	
	Applicants/ Proponents	Applicant Law City Department Other
<p>Discussion (Including Relationship to other Council Actions)</p>	Opponents	Groups or Individuals Basis of Opposition
	Staff Recommendations	<input type="checkbox"/> For <input type="checkbox"/> Against Reason Against
	Board or Commission Recommendation	BY <input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> No Action Taken <input type="checkbox"/> For with revisions or conditions (See Details column for conditions)
	CITY COUNCIL ACTIONS (For Council Use Only)	<input type="checkbox"/> Pass <input type="checkbox"/> Pass (As Amended) <input type="checkbox"/> Council Sub. <input type="checkbox"/> Without Recommendation <input type="checkbox"/> Hold <input type="checkbox"/> Do not Pass

DETAILS

POLICY/PROGRAM IMPACT

	POLICY OR PROGRAM CHANGE	<input type="checkbox"/> NO <input type="checkbox"/> YES <hr/> <hr/> <hr/>
	OPERATIONAL IMPACT ASSESSMENT	<hr/> <hr/> <hr/>
	FINANCES	
	COST AND REVENUE PROJECTIONS See Exhibit F of the Agreement	COST of total project: \$ _____
		COST of this Ordinance/ Resolution \$ _____
		RELATED annual operating Costs \$ _____
		INCREASE REVENUE EXPECTED/YEAR \$ _____
SOURCE OF FUNDS See Exhibit F of the Agreement	CITY [Approximately]	
	_____ \$ _____ % _____	
	_____ \$ _____ % _____	
	_____ \$ _____ % _____	
	NON CITY [Approximately]	
	_____ \$ _____ % _____	
	_____ \$ _____ % _____	
BENEFIT COST <input type="checkbox"/> Front Foot <input type="checkbox"/> Square Foot	Average Assessment \$ _____ \$ _____	

APPLICABLE DATES:

FACT SHEET PREPARED BY:

REVIEW BY:

REFERENCE NUMBER

SEACREST & KALKOWSKI, PC, LLO

FILED

1111 LINCOLN MALL, SUITE 350
LINCOLN, NEBRASKA 68508-3910

TELEPHONE (402) 435-6000
FACSIMILE (402) 435-6100

FEB 12 2007

**CITY CLERK'S OFFICE
LINCOLN, NEBRASKA**

KENT SEACREST
E-MAIL: kent@sk-law.com

DANAY KALKOWSKI
E-MAIL: danay@sk-law.com

February 9, 2007

Joan Ross
City Clerk
555 South 10th Street
Lincoln, NE 68508

Re: Nebco/Western Hemisphere Holding Company Annexation and Zoning Agreements;
and Templeton/DeVries Annexation and Zoning Agreements

Dear Joan:

Enclosed please find the following original documents for the Mayor's signature:

1. Three original Nebco/Western Hemisphere Annexation and Zoning Agreements
2. Three original Templeton/DeVries Annexation and Zoning Agreements

If you should have any questions regarding the enclosed, please give me a call.

Very Truly Yours,

KENT SEACREST
For the Firm

Enclosure

cc: Rick Peo
Marvin Krout
Tom Cajka

**14TH STREET & SALTILLO ROAD
CONDITIONAL ANNEXATION AND ZONING AGREEMENT
(NEBCO AND WESTERN)**

This 14th Street & Saltillo Road Conditional Annexation and Zoning Agreement (“Agreement”) is made and entered into this 6th day of February, 2007, by and between **NEBCO, Inc.**, a Nebraska corporation, hereinafter referred to as “Nebco”; **Western Hemisphere Holding Company, LLC**, a Nebraska limited liability company, hereinafter referred to as “Western”; and the **City of Lincoln, Nebraska**, a municipal corporation, hereinafter referred to as “City.” Nebco and Western are hereinafter individually “Owner” and collectively referred to as “Owners.”

RECITALS

A. The Owners own approximately 81.83 acres more or less of land generally located south of Saltillo Road between South 14th Street and South 25th Street.

B. Nebco is the Owner of that portion of the Property legally described and shown on Exhibit “A”, which is attached hereto and incorporated herein by this reference (“Nebco Property”). Western is the Owner of that portion of the Property as legally described and shown on Exhibit “A” (“Western Property”). The Nebco Property and Western Property are hereinafter referred to individually and collectively as the “Property.”

C. The Owners have requested the City to annex the Property legally described and shown on Exhibit “A”.

D. Owners have requested the City to rezone those portions of the Property as legally described in Exhibit “B”, which is attached hereto and incorporated herein by this reference, from AG Agriculture District to I-1 Industrial District.

E. The Property is located within a rural fire protection district. Neb. Rev. Stat. § 35-514, dealing with the City’s annexation of territory from rural fire protection districts, provides in part that: “(7) Areas duly incorporated within the boundaries of a municipality shall be automatically annexed from the boundaries of the district notwithstanding the provisions of § 3 1-766 and shall not be subject to further tax levy or other charges by the district, except that before the annexation is complete, the municipality shall assume and pay that portion of all outstanding obligations of the district which would otherwise constitute an obligation of the area annexed or incorporated.” The City is willing to annex the Property as requested by Owners, provided Owners agree to pay all costs needed for the City to assume and pay that portion of all outstanding obligations of the district which would otherwise constitute an obligation of the Property being annexed.

F. The Property is located in an area designated Tier II and outside the City’s future service limit in the City of Lincoln/Lancaster County Comprehensive Plan and is not expected to

be developed before 2025. The Property is not served by water or sewer and the costs to design and construct such infrastructure are not shown in the City's current Capital Improvement Plan and the City is not willing to fund those costs. Therefore, as an inducement for the City to enter into this Agreement, the Owners are willing to agree to not request water and sewer service and to further agree to limit the use of the Property to uses not requiring City water and/or sewer.

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. **Change of Zone.** The City agrees to approve Change of Zone No. 06042 and Change of Zone No. 06043 and rezone the Property from AG Agriculture District to I-1 Industrial District.
3. **Conveyance of Right-of-Way.**
 - A. **Saltillo Road.** Owners agree to convey at no cost to the City the right-of-way needed south of the centerline of Saltillo Road to provide right-of-way for Saltillo Road 60 feet in width expanding to 70 feet in width for the right turn lanes at the intersection of Saltillo Road and South 25th Street and the access point intersections labeled B and C at Saltillo Road as shown on Exhibit "C", which is attached hereto and incorporated herein by this reference.
 - B. **South 25th Street.** Western agrees to convey at no cost to the City the right-of-way needed west of the centerline of South 25th Street to provide right-of-way for South 25th Street 60 feet in width expanding to 70 feet in width for the right turn lanes at the access point intersection labeled D at South 25th Street.
 - C. **Permanent Easements.** The Owners agree to convey to the City the Saltillo Road and South 25th Street right-of-way described in Paragraph 3A and 3B above within sixty (60) days of the City's approval and execution of this Agreement.
 - D. **Temporary Construction Easements.** Owners shall convey at no cost to the City such temporary construction easements over their ownership of the Property abutting the right-of-ways as may be necessary for construction of future street improvements to Saltillo Road and South 25th Street; provided that, the temporary construction easements will permit the Owners to make damage claims caused by future street improvements to any buildings, parking lots, driveways, landscaping materials and irrigation system located on the Property and will not permit the Owners to make damage claims caused by future street improvements to any signage, fencing and architectural entrance features located on the Property.
4. **Access Restrictions and Common Access/Street Stubs.**
 - A. **Nebco.** Nebco's access to Saltillo Road shall be limited to the two proposed street stub access point intersections labeled A and B as shown on the attached site plan marked as Exhibit "C". Until the Nebco Property is preliminary platted, the two access point

intersections labeled A and B as shown on Exhibit "C" shall be approved and treated as driveway cuts.

B. Western. Western's access to Saltillo Road and South 25th Street shall be limited to a single proposed street stub access point on Saltillo Road and the single proposed southern street stub access intersection point on South 25th Street labeled D as shown on the attached site plan (Exhibit "C"); provided that, until South 25th Street is paved to the satisfaction of the Public Works Director, there shall be no access (access points labeled D or E) from the Western Property to South 25th Street. Until the Western Property is preliminary platted, the Saltillo Road access intersection point labeled D as shown on Exhibit "C" shall be approved and treated as driveway cut. The City and Western agree that the proposed northern street stub access intersection point labeled E on South 25th Street as shown on the attached site plan (Exhibit "C") is not approved as part of this Agreement, but that this access point labeled E may be revisited and further discussed at the time of a preliminary plat for the Western Property.

C. Final Design. The actual geometric and final designs of the street stub access points shall be subject to the approval of the City's Public Works Director.

5. **Street Improvements.**

A. Saltillo Road. As part of the South Beltway Project, the State of Nebraska is scheduled to construct, at its expense, the left-turn lane and related intersection improvements at the Saltillo Street intersection/driveway stub labeled A for the Nebco Property and the property to the west of the Nebco Property. Nebco, at its expense, shall construct the temporary left-turn lanes, right turn lanes and related intersection improvements at the intersection/driveway stub labeled B as shown on Exhibit "C", serving the Nebco Property. Western, at its expense, shall construct the temporary left-turn lane, right turn lane and related intersection improvements at the proposed Saltillo Street intersections/driveways stub labeled C as shown on Exhibit "C", serving the Western Property. Said left turn lanes, right turn lanes and any related reconstruction of Saltillo Road shall be designed to the satisfaction of the City's Public Works Director and constructed pursuant to the City's Executive Order process in conjunction with the final building permit for the applicable Property. Said reconstruction of Saltillo Road will be constructed within the right-of-way comprising the existing north half of Saltillo Road right-of-way and the new south half of the Saltillo Road right-of-way conveyed pursuant to Paragraph 3 above.

B. South 25th Street. The South 25th Street cross section and timing of construction shall be determined by the City at the earlier time of (i) the preliminary plat approval of the Western Property, or (ii) the City's approval of a City Road Impact Fee Facility for South 25th Street.

6. **Phasing of Development**. Nebco understands and agrees that Nebco shall be limited to using the Nebco Property as a single premises restricted to a single primary land use (with permitted accessory uses) or a concrete facility with permitted accessory storage, sales and uses until such time as the Nebco Property preliminary plat has been approved. Western understands and agrees that Western shall be limited to using the Western Property as a single

premises restricted to a single primary land use (with permitted accessory uses) until such time as the Western Property preliminary plat has been approved.

7. **Land Use Restrictions.** Each Owner agrees that notwithstanding the City's rezoning the Property to I-1 Industrial District, the development of the Property will be subject to the following restrictions:

A. Prohibited Uses:

- (1) Until the City's public sanitary sewer system is available to the Property, land uses which require an open water discharge sewer treatment system are prohibited. In other words, the only permitted sewer system would be a non-discharge sewer treatment system (i.e., lagoon or septic system) as regulated by the County-City Health Department and the Nebraska Department of Environmental Quality.
- (2) The refining, distillation or manufacturing of: (a) acids or alcohols; (b) ammonia bleach or chlorine; (c) cement, lime, gypsum, or plaster of paris; (d) disinfectants; (e) dye stuffs; (f) fertilizer; (g) glue, sizing, or gelatin; (h) oil cloth, linoleum, oiled rubber goods; (i) paint, shellac, turpentine, or oils; (j) rubber, gutta-percha, balata, creosote, or products treated therewith; or (k) shoe polish.
- (3) The operation of: (a) bag cleaning works; (b) blast furnaces, coke ovens, smelting or ore reduction works; (c) boiler works; (d) forges; (e) rolling mills; and (f) yeast plants.
- (4) Production, manufacturing, processing, distribution, storage, warehousing, or transportation of toxic, radioactive, flammable, or explosive materials, except that any of the above referenced materials may be stored or used in connection with a permitted use as allowed by any ordinance or regulation of the City of Lincoln as incidental to the permitted use.
- (5) Tanning, curing, or storage of raw hides or skins; stockyards or slaughter of animals or fowl; rendering fat; distillation of bones, coals or wood.
- (6) Dumping or reduction of garbage, offal, or dead animals.
- (7) Mining, quarrying.
- (8) Extraction of sand, gravel, or soil.
- (9) The milling, processing, refining, or distillation of agricultural

crops.

(10) Billboards.

8. **Public Sanitary Sewer.** Owners understand and acknowledge that the Property is not presently sewerable by the City's public sanitary sewer system and that the costs to design and construct such infrastructures are not shown in the City's current Capital Improvement Plan. Owners further understand that the City does not intend to extend its public sanitary sewer system to serve the Property within the next one to twenty-five years. Notwithstanding the lack of sewerability, Owners desire that the Property be immediately annexed into the City of Lincoln. Therefore, as an inducement for the City to enter into this Agreement, Owners agree that Owners shall not request the City to provide Owners with sanitary sewer earlier than contemplated in the City of Lincoln/Lancaster County Comprehensive Plan, as may be amended. In addition, as an inducement for the City to enter into this Agreement, Owners agree to restrict Owners' use of the Property to uses not requiring the City's public sanitary sewer until such City public sanitary sewer is made available to the Property.

9. **Public Water System.** Owners understand and acknowledge that the Property is not presently served by the City's public water system and that the costs to design and construct such infrastructures are not shown in the City's current Capital Improvement Plan. Owners further understand that the City does not intend to extend its public water system to serve the Property within the next one to twenty-five years. Notwithstanding the lack of public water, Owners desire that the Property be immediately annexed into the City of Lincoln. Therefore, as an inducement for the City to enter into this Agreement, Owners agree that Owners shall not request the City to provide Owners with public water earlier than contemplated in the City of Lincoln/Lancaster County Comprehensive Plan, as may be amended. In addition, as an inducement for the City to enter into this Agreement, the Owners agree to hold the City harmless for any loss Owners may incur as the result of a fire due to the fact that the City's public water system is not available to provide fire protection services. In addition, as an inducement for the City to enter into this Agreement, Owners agree to restrict Owners' use of the Property to uses not requiring City's public water system until such City's public water system is made available to the Property.

10. **Contribution for Rural Fire District.** Owners understand and acknowledge that the City may not annex the Property lying within the boundaries of the Southwest Rural Fire District except by the City assuming and paying that portion of all outstanding obligations of the District which would otherwise constitute an obligation of the Property being annexed. Owners desire to be annexed by the City and therefore Nebco agrees to pay the amount of \$49.63 and Western agrees to pay the amount of \$49.64 which must be paid to the Southwest Rural Fire Protection District in order for the annexation to be complete.

11. **Future Cost Responsibilities.** Owners understand and acknowledge that the proposed development of the Property shall be subject to the payment of impact fees and Owners agree to pay said impact fees if development occurs. The Owners shall have no obligations or liabilities for any Impact Fee Facilities (public street, public water or public sanitary) under 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 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, Owners, or by any third person to create the relationship of partnership, 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.** Owners and City agree that the annexation and change of zones 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 an 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 applicable party's 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. **Definitions.** 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. For the purposes of this Agreement the words and phrases "building permit", "development", "Impact Fee Facility", "Impact Fee Facility Improvement", and "site-related improvements" shall have the same meaning as provided for said words and phrases in the Impact Fee Ordinance.

22. **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:

THE CITY OF LINCOLN,
NEBRASKA, a municipal corporation

Teresa J. Meyer
City Clerk

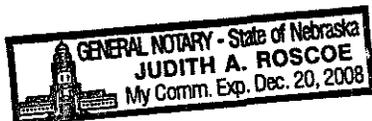
By: Coleen J. Seng
Mayor Coleen J. Seng



STATE OF NEBRASKA

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 14th day of Feb, 2007 by Coleen J. Seng, Mayor of the **City of Lincoln, Nebraska**, a municipal corporation, on behalf of the municipal corporation.



Judith A. Roscoe
Notary Public

NEBCO, Inc., a Nebraska corporation

By: Rahel A. Nordquist
President

WESTERN HEMISPHERE HOLDING COMPANY, LLC, a Nebraska limited liability company

By: **WHITE FAMILY L.L.C.**, a Nebraska limited liability company, Member

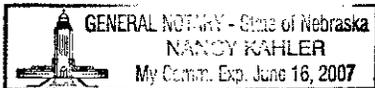
By: *Thomas E. White*
Thomas E. White, Manager

By: **BRAGER FAMILY L.L.C.**, a Nebraska limited liability company, Member

By: *John C. Brager*
John C. Brager, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

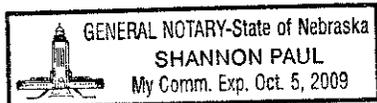
The foregoing instrument was acknowledged before me this 2nd day of FEB, 2007 by ROBERT A. NORDQUIST, President of **NEBCO, Inc.**, a Nebraska corporation, on behalf of the corporation.



Nancy Kahler
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

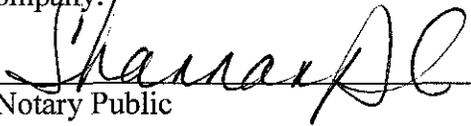
The foregoing instrument was acknowledged before me this 5 day of Feb., 2007 by Thomas E. White, Manager of White Family L.L.C., a Nebraska limited liability company, as a Member of **Western Hemisphere Holding Company, LLC**, a Nebraska limited liability company, on behalf of the limited liability company



Shannon Paul
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 5 day of Feb., 2007 by John C. Brager, Manager of Brager Family L.L.C., a Nebraska limited liability company, as a Member of **Western Hemisphere Holding Company, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.



Notary Public

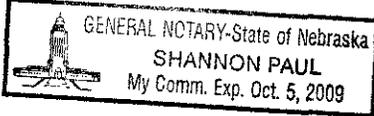


Exhibit "A"

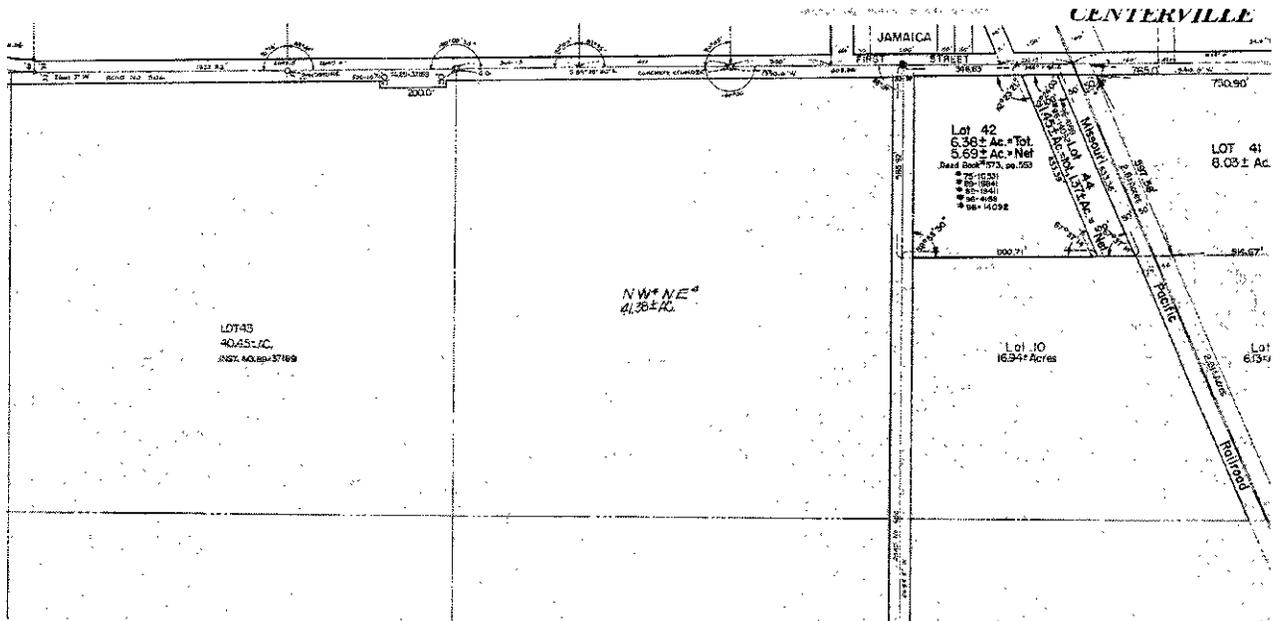
Property
Legal Description

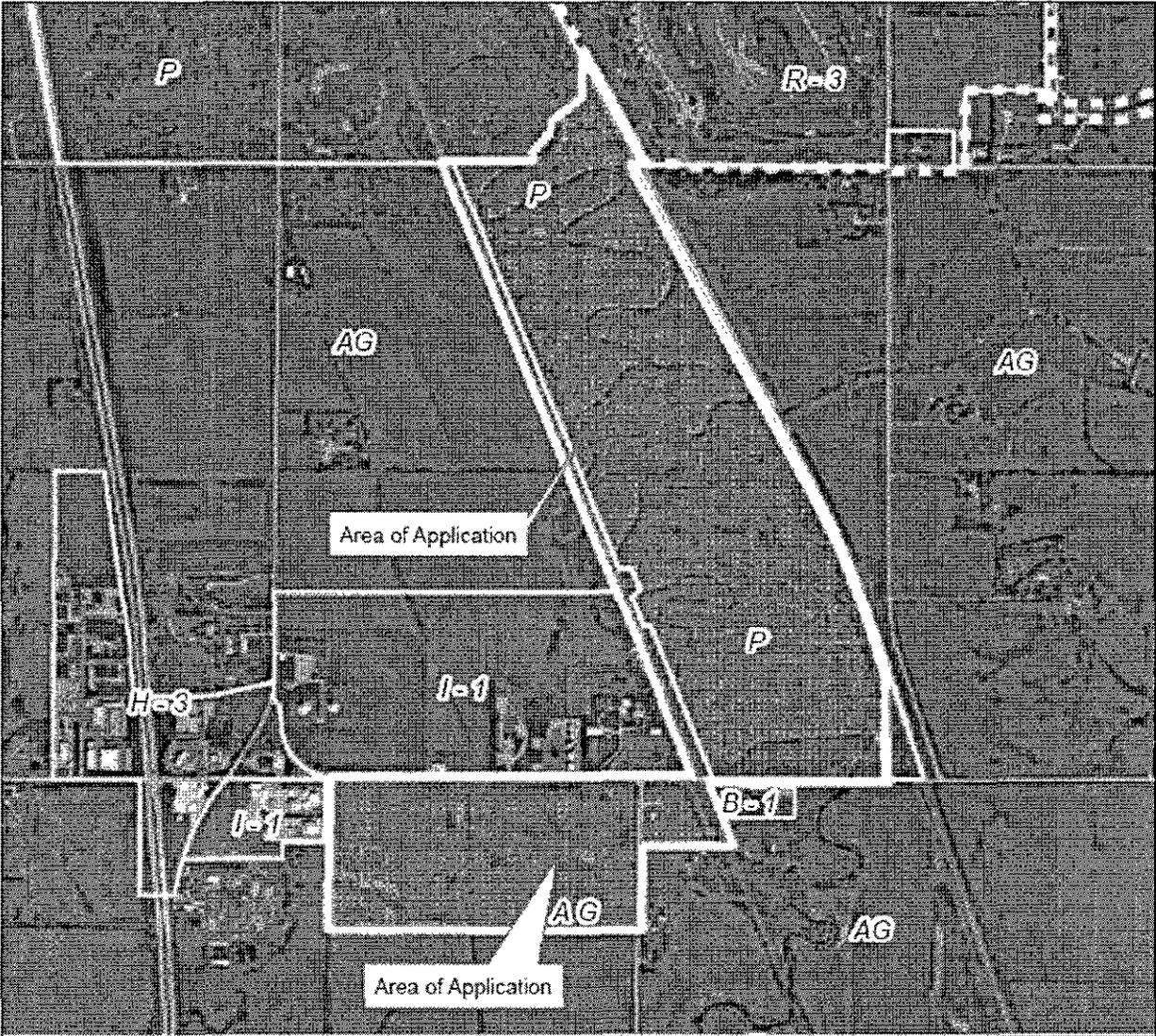
Nebco Property

LOT 43, Section 1, Township 8N, Range 6E, 6th Principal Meridian, Lancaster County,
Nebraska (40.45 acres, more or less)

Western Property

NW Quarter of the NE Quarter, Section 1, Township 8N, Range 6E, 6th Principal Meridian,
Lancaster County, Nebraska (41.38 acres, more or less)



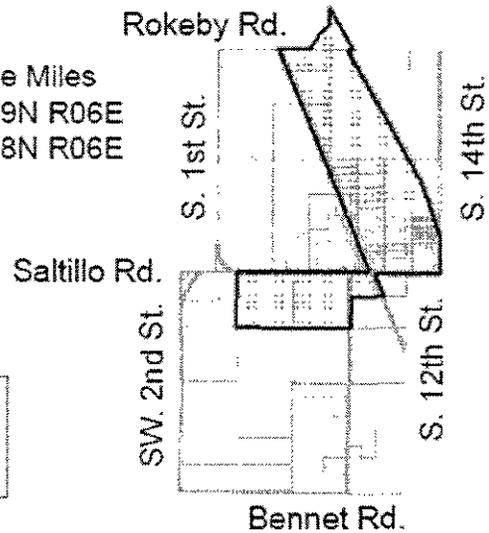
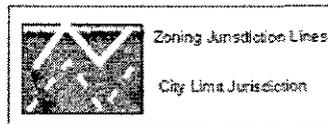


2005 aerial

Annexation #06012
S. 14th St. and Saltillo Rd.
Zoning:

- R-1 to R-6 Residential District
- AG Agricultural District
- AGR Agricultural Residential District
- R-C Residential Conservation District
- O-1 Office District
- O-2 Suburban Office District
- O-3 Office Park District
- R-T Residential Transition District
- B-1 Local Business District
- B-2 Planned Neighborhood Business District
- B-3 Commercial District
- B-4 Lincoln Center Business District
- B-5 Planned Regional Business District
- H-1 Interstate Commercial District
- H-2 Highway Business District
- H-3 Highway Commercial District
- H-4 General Commercial District
- I-1 Industrial District
- I-2 Industrial Park District
- I-3 Employment Center District
- P Public Use District

Two Square Miles
 Sec. 36 T09N R06E
 Sec. 01 T08N R06E



m:\planning\view\06_06\annex06012

Exhibit "B"

Property Rezoned From AG Agriculture District to I-1 Industrial District
Legal Description

NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 1-8-6, Lancaster County, Nebraska;

A portion of Lot 43, located in the NE $\frac{1}{4}$ of Section 1-8-6, Lancaster County, Nebraska, more particularly described on attachment Exhibit "B-1".

Exhibit "B-1"

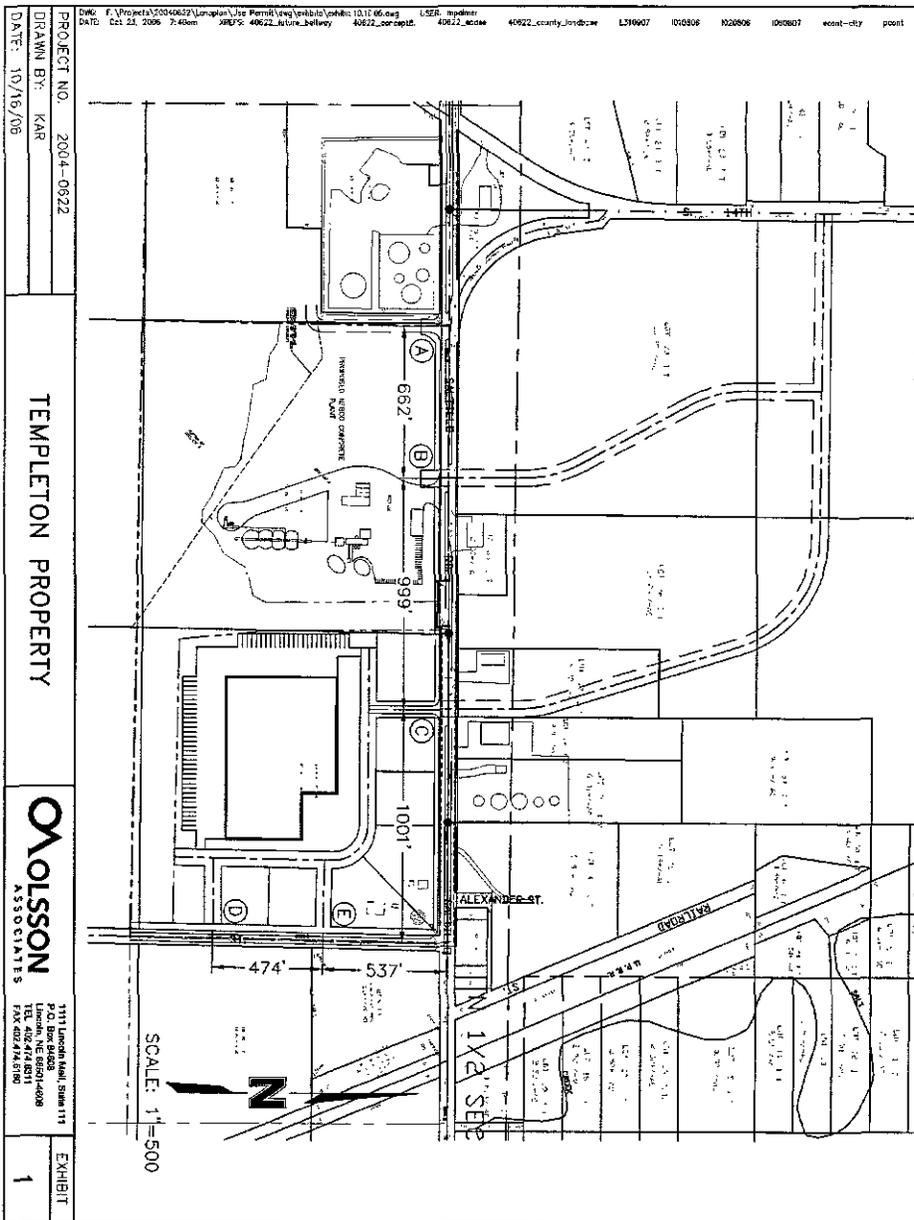
LEGAL DESCRIPTION

JUN 22 2006

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF GOVERNMENT LOT 3, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 6 EAST OF THE 6TH P.M., LANCASTER COUNTY, STATE OF NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER, SAID POINT BEING THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 3, THENCE WESTERLY ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SAID NORTHWEST QUARTER, SAID LINE BEING A NORTH LINE OF SAID GOVERNMENT LOT 3, ON AN ASSUMED BEARING OF NORTH 89 DEGREES 55 MINUTES 02 SECONDS WEST, A DISTANCE OF 29.27 FEET TO NORTHWEST CORNER OF SAID GOVERNMENT LOT 3, THENCE SOUTH 00 DEGREES 04 MINUTES 58 SECONDS WEST ALONG A WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 50.00 FEET TO NORTH CORNER OF SAID GOVERNMENT LOT 3, THENCE NORTH 89 DEGREES 55 MINUTES 02 SECONDS WEST ALONG A NORTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 112.13 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 28 MINUTES 30 SECONDS EAST, A DISTANCE OF 741.78 FEET TO A POINT, THENCE SOUTH 27 DEGREES 36 MINUTES 58 SECONDS WEST, A DISTANCE OF 60.87 FEET TO A POINT, THENCE SOUTH 77 DEGREES 10 MINUTES 03 SECONDS WEST, A DISTANCE OF 124.68 FEET TO A POINT, THENCE SOUTH 32 DEGREES 49 MINUTES 53 SECONDS WEST, A DISTANCE OF 114.08 FEET TO A POINT, THENCE SOUTH 63 DEGREES 18 MINUTES 24 SECONDS WEST, A DISTANCE OF 81.47 FEET TO A POINT, THENCE SOUTH 46 DEGREES 40 MINUTES 41 SECONDS WEST, A DISTANCE OF 79.80 FEET TO A POINT, THENCE NORTH 87 DEGREES 34 MINUTES 17 SECONDS WEST, A DISTANCE OF 53.29 FEET TO A POINT, THENCE NORTH 57 DEGREES 48 MINUTES 52 SECONDS WEST, A DISTANCE OF 71.13 FEET TO A POINT, THENCE NORTH 66 DEGREES 40 MINUTES 13 SECONDS WEST, A DISTANCE OF 133.99 FEET TO A POINT, THENCE NORTH 06 DEGREES 10 MINUTES 31 SECONDS WEST, A DISTANCE OF 48.39 FEET TO A POINT, THENCE NORTH 52 DEGREES 03 MINUTES 18 SECONDS WEST, A DISTANCE OF 40.71 FEET TO A POINT, THENCE NORTH 82 DEGREES 33 MINUTES 03 SECONDS WEST, A DISTANCE OF 84.04 FEET TO A POINT, THENCE NORTH 74 DEGREES 58 MINUTES 40 SECONDS WEST, A DISTANCE OF 55.04 FEET TO A POINT, THENCE NORTH 81 DEGREES 31 MINUTES 40 SECONDS WEST, A DISTANCE OF 131.40 FEET TO A POINT, THENCE NORTH 85 DEGREES 21 MINUTES 28 SECONDS WEST, A DISTANCE OF 53.33 FEET TO A POINT, THENCE NORTH 26 DEGREES 08 MINUTES 43 SECONDS WEST, A DISTANCE OF 63.25 FEET TO A POINT, THENCE NORTH 81 DEGREES 55 MINUTES 37

SECONDS WEST, A DISTANCE OF 106.35 FEET TO A POINT, THENCE NORTH 57 DEGREES 16 MINUTES 46 SECONDS WEST, A DISTANCE OF 61.90 FEET TO A POINT, THENCE NORTH 83 DEGREES 47 MINUTES 18 SECONDS WEST, A DISTANCE OF 86.76 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID GOVERNMENT LOT 3, SAID POINT BEING ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER, THENCE NORTH 00 DEGREES 56 MINUTES 16 SECONDS EAST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 3, SAID LINE BEING THE WEST LINE OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER, A DISTANCE OF 732.65 FEET TO THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 3, SAID POINT BEING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER, THENCE SOUTH 89 DEGREES 55 MINUTES 02 SECONDS EAST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3, SAID LINE BEING A NORTH LINE OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER, A DISTANCE OF 1,101.44 FEET TO A NORTHEAST CORNER OF SAID GOVERNMENT LOT 3, THENCE SOUTH 00 DEGREES 04 MINUTES 58 SECONDS WEST ALONG A EAST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 50.00 FEET TO A NORTH CORNER OF SAID GOVERNMENT LOT 3, THENCE SOUTH 89 DEGREES 55 MINUTES 02 SECONDS EAST ALONG A NORTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 87.87 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 1,066,663.88 SQUARE FEET OR 24.49 ACRES, MORE OR LESS.



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2006 Subbasin projects requiring Infrastructure.

CITY COST EVEN AFTER IMPACT FEES:

	Waterford 87th & "O"	Stuwd/Sampson 27th to 40th & N of Rokeby	Hwy 77 & Warlick	25th & Salthio Road
Sanitary Sewer/Wastewater	-\$163,515	-\$30,000	\$0	\$0
Water/Water Distribution	-\$499,407	-\$929,000	\$0	\$0
Streets	\$0	\$0	\$0	\$0
Additional impact fees (parks, coverage)	\$2,602,620	\$0	\$0	\$252,000
	\$1,939,698 (9)	-\$959,000 (9)	\$0	\$252,000

ANNUAL REVENUE INTO OUR ECONOMY:

	Waterford 87th & "O"	Stuwd/Sampson 27th to 40th & N of Rokeby	Hwy 77 & Warlick	25th & Salthio Road
Annual ADDITIONAL property tax	\$ 3,630,000 (10)	\$ 1,501,500 (12)	\$ -	\$ 300,000
City 14.5%	526,350	217,718	-	43,500
Schools 63.33%	2,286,900 (11)	945,945	-	189,990
County and other agencies 22.17%	804,771	332,883	-	66,510
Annual sales tax	\$ -	\$ -	\$ -	\$ 65,000
Annual lodging tax 4%	\$ -	\$ -	\$ -	\$ 2,000,000
Annual payroll	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -
Subtotal Annual Revenue	\$ 3,630,000	\$ 1,501,500	\$ -	\$ 2,365,000

OTHER CONSIDERATIONS:

Sales taxes from construction	\$ 2,722,500	\$ 1,127,805 (13)	\$ -	\$ 585,000
Construction jobs, materials, furnishings, equip	\$ 181,500,000	\$ 75,075,000	\$ -	\$ 15,000,000
Number permanent jobs created	0	0	0	100
Cost to City per permanent job	\$ -	\$ -	\$ -	\$ 0

- (9) Fire dept. may need to consider new fire station
- (10) Assumes ONLY 660 homes @ \$275,000, no commercial!
- (11) New school planned
- (12) Assumes ONLY 273 homes, no commercial
- (13) Assumes extra \$112,000 for church

07R-29
07R-30