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Introduce: 3-30-15

RESOLUTION NO. A- 88862

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BE IT RESOLVED by the City Council of the City of Lincoln, Nebraska:

That Amendment to the Firethorn Annexation Agreement which is attached hereto, marked as Attachment "A" and made a part hereof by reference, between the City of Lincoln and FT Development II, Inc. regarding cost responsibilities for municipal services associated with the annexation, maintenance responsibilities, and other appropriate matters related to the development of land within the previously approved Firethorn CUP on property generally located at Van Dorn Street from 84th Street to 91st Street, is hereby approved and the Mayor is authorized to execute the Agreement on behalf of the City.

BE IT FURTHER RESOLVED that the City Clerk is directed to return one fully executed copy of this Agreement to Rick Peo, Chief Assistant City Attorney, for distribution to the Owner.

BE IT FURTHER RESOLVED that the City Clerk is directed to forward a copy of this Agreement to the Impact Fee Administrator.

Introduced by:

AYES: Camp, Christensen, Cook, Emery, Eskridge, Fellers, Gaylor Baird; NAYS: None.

Approved as to Form and Legality:

City Attorney

ADOPTED
APR 13 2015
BY CITY COUNCIL

Approved this 17th day of April, 2015:

Mayor

**AMENDED AND RESTATED AGREEMENT
REGARDING THE ANNEXATION OF FIRETHORN**

THIS AMENDED AND RESTATED AGREEMENT REGARDING THE ANNEXATION OF FIRETHORN ("Agreement") is made and entered into the 13th day of April, 2015, by and between the **CITY OF LINCOLN, NEBRASKA**, a municipal corporation (the "City"); **FIRETHORN GOLF COMPANY, L.L.C.**, a Nebraska limited liability company ("FGC"); **FT DEVELOPMENT II, INC.**, a Nebraska Corporation ("Developer"), and **FIRETHORN UTILITY SERVICE CO.**, a Nebraska corporation ("FUSC"). FGC, Developer and FUSC are hereinafter collectively referred to as "Firethorn." This Agreement amends and restates in its entirety the Agreement Regarding the Annexation of Firethorn dated June 13, 2007, which is filed of record with the Lancaster County Register of Deeds office as Instrument No. 2007037420 ("Original Annexation Agreement").

RECITALS

A. In 2007, the City annexed at Firethorn's request that portion of the area included within the Firethorn Community Unit Plan - Special Permit No. 872F ("Firethorn CUP") legally described on Attachment A and incorporated herein by this reference ("Original Property"). The City is presently considering Firethorn's request to annex additional area currently included within the Firethorn CUP, which area is described on Attachment A-1 and incorporated herein by this reference ("Additional Property"). The Original Property and Additional Property are hereinafter referred to collectively as the "Property."

B. The parties are agreeable to such annexation provided there is an agreement regarding cost responsibilities for municipal services associated with annexation, maintenance responsibilities, and other appropriate matters relating to the annexation.

C. It will be necessary to obtain approval from Rural Water District No. 1, Lancaster County, Nebraska, hereinafter "District No. 1" in order for the City to furnish water service to that portion of the Property located within the boundaries of District No. 1. The City is willing to annex the Property as requested by Firethorn provided Firethorn agrees to pay all of the cost needed to obtain approval from District No. 1 for the City to furnish water for that portion of the Property located within the boundaries of District No. 1.

D. 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 §31-766 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 Firethorn provided Firethorn agrees 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.

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

1. **Annexation by City.** The City shall annex the Property on the terms and conditions set forth in this Agreement.

2. **City Approvals.** In 2007, the City approved Change of Zone No. 06077 to rezone the Original Property from AG-R Agricultural Residential District to R-1 Residential District and the Firethorn CUP. The City agrees to approve Change of Zone No. 15005 to rezone the Additional Property from AGR to R-1 and O-3, and from O-3 to R-1, the Amendment to Firethorn CUP - Special Permit No. 872H, and Use Permit No. 15005 ("Use Permit").

3. **Records.** Firethorn has provided to the City all of its drawings and records related to its infrastructure improvements (water, storm sewer, sanitary sewer, all meters and roads) in their current condition, without warranty. Firethorn shall have no obligation to provide any new or additional drawings or records.

4. **Sanitary Sewer.**

(a) **Private Sanitary Sewer System.** Firethorn will maintain the existing private sanitary sewer system that currently sewers the Property. The system previously utilized a pump station in the northeast corner of the Property ("Original Pump Station") to pump the wastewater to a constructed wetland treatment system. Firethorn at its own cost and expense properly abandoned the constructed wetland treatment system and constructed, generally as shown on Attachment C attached hereto, a force main from the Original Pump Station approximately 4,700 feet southwest to Manhole E1W-23 at 85th Street and Pioneers Boulevard. Firethorn shall be permitted to construct, maintain and repair such force main in the City right-of-way in Pioneers Boulevard. No additional fees or permits shall be required by the City in connection with the construction of such force main. Firethorn will remain responsible for all maintenance on the private sanitary sewer system.

(b) **Waste Water Flow.** The City will accept the existing waste water flow from Firethorn at Manhole E1W-23. Firethorn, at its own cost and expense through the City's Executive Order construction process, replaced a section of undersized eight-inch sanitary sewer main in Pioneers Boulevard, from Manhole D1E-297 to D1E-443, approximately 1240 feet, with a ten-inch diameter pipe. The City is responsible for all maintenance and repairs on City's sanitary system starting at Manhole E1W-23. The maximum allowable development for the Property without additional infrastructure upsizing is five hundred forty five (545) dwelling units or equivalent dwelling units which are apportioned as follows:

(i) 395 dwelling units within the Firethorn CUP including all existing dwelling units, clubhouse facilities for the original 18 hole golf course and recreational facilities within the Additional Property, and

(ii) 150 dwelling units within the Use Permit. For purposes of this Agreement, 1,000 square feet of office uses is equivalent to 2/3 dwelling unit (e.g. 150 dwelling units = 225,000 square feet of office uses).

(c) Pump Station. The Original Pump Station has been replaced by a new pump station that is owned and shall be maintained and operated by FUSC ("New Pump Station"). FUSC will remove the New Pump Station when construction of the public trunk sewer to serve the Property is completed, subject to subsection (d) below.

(d) Transfer of Ownership. Upon completion of the public gravity trunk sewer to serve the Property, Firethorn shall have the right, but not the obligation, to convey the internal sewer mains throughout the Property to the City and the City agrees to accept ownership of the internal sewer mains and incorporate them into the City's Wastewater System. Notwithstanding the above, Firethorn agrees that the City may inspect the mains prior to accepting ownership thereof. Firethorn further agrees to repair any deficiencies noted at no cost to the City, but Firethorn shall not be required to cause the system to comply with current City standards. Firethorn further agrees to convey or grant to the City thirty-foot wide permanent easements in order to maintain, repair, replace, or reconstruct the internal sewer mains located on the Property. Firethorn further agrees to convey at no cost any other permanent and temporary easements necessary for the City to install the permanent gravity sewers to serve Firethorn and/or adjacent properties, at such locations as are reflected on the Firethorn 24th Addition Preliminary Plat or otherwise acceptable to Firethorn. Firethorn will not be responsible for the installation of such future internal sewer mains reflected on the plat necessary to connect the real property located upstream on the south side of Pioneers boulevard to the trunk sewer main to be constructed in South 98th Street, except that Firethorn shall be responsible for the cost to extend the Firethorn system from the New Pump Station to such trunk sewer main. The City reserves the right to tie onto the Firethorn system upon completion of the public gravity trunk sewer main to serve the Property and the real property located upstream on the south side of Pioneers Boulevard.

5. Water.

(a) Water System. Firethorn has constructed an entirely new water distribution system to serve the Property generally as shown on Attachment B attached hereto, including a 16-inch water main in Pioneers Boulevard from 85th Street to 95th Street adequate to loop all parts of the system serving the Property. The work, including a street grade study in Pioneers Boulevard to determine an acceptable location for installation of the main with respect to future street alignment and grades, was performed under the City's Executive Order construction process. All costs to construct the new water distribution system and connect the Property to the City water system were borne by Firethorn, except that the City subsidized Firethorn for the cost of the 12-inch water main in excess of the equivalent cost of an 8-inch water main (except for the City's fixed fee for engineering services). The City has also reimbursed Firethorn for the cost of the street grade study and the 16-inch water main in excess of the equivalent cost of an 8-inch water main from Directed Water Distribution and/or Arterial Street Impact Fees, as appropriate.

(b) Water Meters. Firethorn understands and acknowledges that each person connecting to the City's water system is responsible to obtain a tap permit and pay for the water meter, the new supply pipe, stop box, service pipe and meter valves.

(c) Water Pressure. Firethorn will provide reasonable notice to the lot owners in advance of any changes which may increase pressure and the possible consequences to residential appliances, plumbing and systems.

(d) Ownership of Existing Water Main. The existing private water distribution system owned by FUSC may continue to be owned, maintained and operated by FUSC, but only for irrigation and heat pump use. Every property connected to the private water system for either irrigation or heat pump purposes shall have a backflow preventer installed behind the new water meter at no cost to the City. A backflow preventer shall also be required for any property served by a private well, in addition to the City's public water system.

(e) Easements. Required easements for construction of the public water mains to serve the Property will be dedicated by Firethorn to the City without cost, at such locations as are acceptable to Firethorn.

(f) Water Line in Van Dorn. The parties agree that a 16-inch water main in Van Dorn from S. 84th Street to S. 91st Street ("Van Dorn Water Line") is necessary to serve the Additional Property and to promote the general health and welfare of the City. The City shall design and construct, at its cost, the Van Dorn Water Line in 2015. The City has designated funding for said water line from prior appropriations in the Capital Improvement Program.

6. Streets and Other Improvements.

(a) Roads. FUSC will continue to own and maintain the private roadway system located upon the Property. Firethorn has constructed, at its own cost and expense, through the City's executive order construction process, asphalt paved left-turn lanes at all existing intersections with Pioneers Boulevard and the existing intersection at S. 91st Street and Van Dorn Street.

(b) 98th Street. 98th Street may remain as a gravel road until such time as the County and/or the City paves the roadway.

(c) 88th Street. The City shall consent to and/or approve the vacation of the North 530' of South 88th Street by Lancaster County, subject to a reservation of utility easements therein.

(d) Access to Van Dorn. Van Dorn Street from S. 84th Street to S. 91st Street is currently classified as an urban rural minor arterial and is constructed as a two lane rural cross section. No improvements to the roadway are shown in the Lincoln City – Lancaster County Comprehensive Plan during the 25-year planning period. The City approves the full and limited access points to Van Dorn Street from the Additional Property that are shown and identified on Attachment D (each a "New Access Point", and collectively "New Access Points"). The west

New Access Point shall be a permanent full turn movement access point to Van Dorn Street with a median opening in the future. The East New Access Point shall be a full turn movement access point until such time as Van Dorn Street is improved to a four lane cross section with median. Notwithstanding the foregoing, nothing herein shall prohibit the City from constructing a round-a-bout at one or both of the New Access Points in the future. Firethorn shall, through the City Executive Order process, design and construct temporary right and left turn lanes at such time a private roadway connection is made to Van Dorn Street at each New Access Point ("Van Dorn Turn Lanes"). The parties acknowledge and agree that a portion of the grading and any Section 404 permitting required for the construction of the Van Dorn Turn Lanes that conforms with the City's grade study for Van Dorn Street are Arterial Street Impact Fee Facility Improvements. The City does not currently have funding to pay for Arterial Street Impact Fee Facility Improvements to Van Dorn Street. Consequently, the City agrees to segregate arterial street impact fees collected by the City from development of the Additional Property ("Development Impact Fees") and utilize said Development Impact Fees to fund the Arterial Street Impact Fee Facility Improvements associated with the Van Dorn Turn Lanes. In the event Development Impact Fees are not available to fund the Arterial Street Impact Fee Facility Improvements at the time they are constructed by Firethorn, Firethorn shall fund said Arterial Street Impact Fee Facility Improvements and said costs shall be reimbursed to Firethorn by the City when Development Impact Fees become available. If required, the Arterial Street Impact Fee Facility Improvements shall be publicly bid and awarded as provided by law. Firethorn shall prepare and process, and the City agrees to sign, as permittee, an application for the Section 404 permit required for construction of the Arterial Street Impact Fee Facility Improvements associated with the Van Dorn Turn Lanes ("Van Dorn 404 Permit"). Firethorn will submit the Van Dorn 404 Permit application to the Corps of Engineers for review concurrently with its submittal of applications for the Section 404 permits required for development of the Property.

(e) Driveway Access. The City also approves driveway access from the Property to Pioneers Boulevard and 98th Street at the locations shown on Attachment E.

7. Parks. Firethorn shall have the right, but not the obligation, to donate an approximately one-fourth (1/4) acre of land measuring at least 100 feet by 100 feet as a neighborhood park in a location and configuration satisfactory to the Parks and Recreation Department. Firethorn further agrees to permanently and continuously be responsible for mowing the grass; provided that such obligation may be transferred to a permanent lawfully created association of property owners who agree to be responsible for such mowing. Neighborhood Park & Trail Impact Fees shall not be due with respect to the existing residences at Firethorn and shall only be collected from the construction of new residences on the Property. The City agrees to accept the donation and further agrees that any Neighborhood Park & Trail Impact Fees collected from development on the Property will be spent on equipping the park.

8. Intentionally omitted.

9. District No. 1. Firethorn understands and acknowledges that the City may not furnish water to serve that portion of the Property lying within the boundaries of District No. 1 without the consent and approval of District No. 1. Firethorn desires to be connected to the City's public water system and therefore agrees to pay all the cost needed to obtain District No. 1's

approval for the City to furnish water to the Property lying within the boundaries of District No. 1.

10. Contribution for Rural Fire District. Firethorn understands and acknowledges that the City may not annex the Property lying within the boundaries of the Southeast 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. Firethorn desires to be annexed by the City and therefore agrees to pay the amount which must be paid to the Southeast Rural Fire Protection District in order for the annexation to be complete. The parties anticipate that no payment shall be required.

11. Future Cost Responsibilities. Firethorn understands and acknowledges that the proposed development of the Property, including the connection to the City water and wastewater system shall be subject to the payment of impact fees. Specifically, new lots developed within the Property being annexed will pay Arterial Street Impact Fees based upon the Impact Fee Schedule in effect on the date the Property is developed. Existing residences located within the Original Property were required to pay Water Distribution, Water Supply, and Wastewater Impact Fees based upon the Impact Fee Schedules in effect on the date of connection. Notwithstanding the above, FGC paid Water Distribution and Water System Impact Fees for the 129 existing residences within the Original Property based on a one inch (1") water meter and any connections of the golf course clubhouse and other facilities to the City water and wastewater system. The impact fee was based upon the Impact Fee Schedule in effect on the date of connection to the City water system. FGC also paid the Wastewater Impact Fee for the existing 129 residences within the Original Property based on a one inch (1") water meter. The impact fee was based upon the Impact Fee Schedule in effect on the date the individual residences were connected to the City water system. Residents of the area being annexed will pay the standard City water and sewer rates upon connection. In the event any of the owners of existing 129 residences elect to install a water meter larger than one inch (1"), such owner shall be responsible for the additional Water Distribution, Water System and Wastewater Impact Fees due as a result of any increase in the size of the water meter.

12. Conservation Easements. With the annexation of the Original Property, the City executed Amendments to the Declarations of Protective Covenants, Conditions and Restrictions Pursuant to the Conservation and Preservation Easement Act that were recorded in the Office of the Register of Deeds of Lancaster County, Nebraska as Instrument Nos. 2007054080 and 2007054081, amending the Declarations of Protective Covenants, Conditions and Restrictions Pursuant to the Conservation and Preservation Easement Act that were recorded in the Office of the Register of Deeds of Lancaster County, Nebraska as Instrument Nos. 98-049864 and 98-049865 ("Conservation Easements"). The City agrees to release the remaining portion of Outlot A, Firethorn 17th Addition, Lincoln, Lancaster County, Nebraska, from the covenants, conditions, and restrictions in said Conservation Easements by executing and recording an additional amendment to the Conservation Easements in the form attached hereto as Attachment F.

13. 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.

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

15. **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.

16. **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.

17. **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.

18. **Construction.** Whenever used herein, including acknowledgements, 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.

19. **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, Firethorn, 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.

20. **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.

21. **Default.** Firethorn and City agree that the annexation promotes the public health, safety, and welfare so long as Firethorn fulfills all of the conditions and responsibilities set forth in this Agreement. In the event Firethorn defaults in fulfilling any of its covenants and responsibilities as set forth in this Agreement, the City may take such remedies, legal or equitable, which the City may have to enforce this Agreement or to obtain damages for its breach.

22. **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

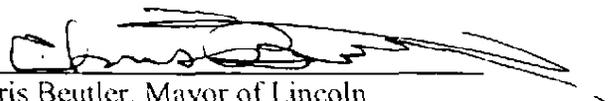
improvements" shall have the same meaning as provided for said words and phrases in the Impact Fee Ordinance.

23. **Engineering Services.** Uniform procedure for the selection of professional consultants set forth in Executive Order No. 080199 dated October 9, 2007, need not be utilized to select the engineer to design the required improvements to be installed by Firethorn under this Agreement. Continued use of Olsson Associates will avoid delay, inefficiencies, lack of coordination, and duplication of effort. Notwithstanding the above, the use of Olsson Associates or any other engineer is subject to the City's prior approval of the engineer's scope of services and engineer's fee.

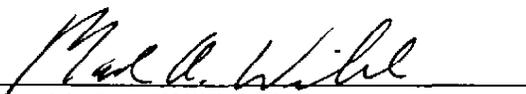
24. **Recordation.** This Agreement or a memorandum thereof shall be filed in the Office of the Register of Deeds of Lancaster County, Nebraska at Firethorn's cost and expense.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date and year first above written.

CITY OF LINCOLN, NEBRASKA
a municipal corporation

By: 
Chris Beutler, Mayor of Lincoln

FIRETHORN GOLF COMPANY, L.L.C.,
a Nebraska limited liability company

By: 
Mark A. Wible, Manager

FT DEVELOPMENT II, INC.,
a Nebraska corporation

By: 
Mark A. Wible, President

FIRETHORN UTILITY SERVICE CO.,
a Nebraska corporation

By: *Mark A. Wible*
Mark A. Wible, President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

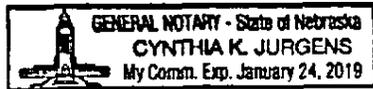
The foregoing instrument was acknowledged before me this 17th day of April 2015, by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Teresa J. Meier
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

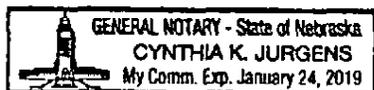
The foregoing instrument was acknowledged before me this 26 day of March 2015, by Mark A. Wible, Manager of Firethorn Golf Company, L.L.C., a Nebraska limited liability company, on behalf of the limited liability company.



Cynthia K. Jurgens
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

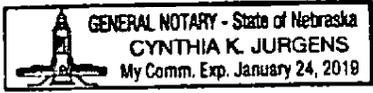
The foregoing instrument was acknowledged before me this 26 day of March 2015, by Mark A. Wible, President of FT Development II, Inc., a Nebraska corporation, on behalf of the corporation.



Cynthia K. Jurgens
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 26 day of March 2015, by Mark A. Wible, President of Firethorn Utility Service Co., a Nebraska corporation, on behalf of the corporation.



Cynthia K. Jurgens
Notary Public

ATTACHMENT A

**LEGAL DESCRIPTION
ORIGINAL PROPERTY**

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOT 38 I.T., A PORTION OF SOUTH 88TH STREET RIGHT-OF-WAY, OUTLOT "B", FIRETHORN ADDITION, LOTS 1 THROUGH 4, BLOCK 1, FIRETHORN ADDITION, LOTS 1 THROUGH 3, BLOCK 2, FIRETHORN ADDITION, LOTS 8 THROUGH 10, BLOCK 2, FIRETHORN ADDITION, LOTS 13 THROUGH 36, BLOCK 2, FIRETHORN ADDITION, AND LOTS 41 THROUGH 51, BLOCK 2 FIRETHORN ADDITION, CLUB HOUSE AREA, FIRETHORN 2ND ADDITION, LOT 3 BLOCK 1, FIRETHORN 2ND ADDITION, LOTS 4 THROUGH 24, BLOCK 2, FIRETHORN 2ND ADDITION, LOTS 2 THROUGH 7, LOTS 9 THROUGH 25, FIRETHORN 6TH ADDITION, LOTS 27 THROUGH 40, FIRETHORN 6TH ADDITION, LOTS 1 AND 2, BLOCK 1, FIRETHORN 7TH ADDITION, LOTS 2 AND 3, BLOCK 2, FIRETHORN 7TH ADDITION, LOT 1 BLOCK 3, FIRETHORN 7TH ADDITION, OUTLOT "A" FIRETHORN 8TH ADDITION, LOT 1 FIRETHORN 8TH ADDITION, LOT 1 FIRETHORN 10TH ADDITION, A TRACT OF LAND COMPOSED OF VACATED ORDINANCE NO. 98-2670, LOT 1 FIRETHORN 11TH ADDITION, LOT 1, FIRETHORN 12TH ADDITION, LOT 1 FIRETHORN 13TH ADDITION, LOTS 3 THROUGH 8, BLOCK 1, FIRETHORN 15TH ADDITION, OUTLOT "D" FIRETHORN 17TH ADDITION, A PORTION OF OUTLOT "E" FIRETHORN 17TH ADDITION, A PORTION OF OUTLOT "A" FIRETHORN 20TH ADDITION, LOTS 1 THROUGH 14, BLOCK 1, FIRETHORN 20TH ADDITION, OUTLOT "A". AND LOT 1, FIRETHORN 22ND ADDITION, LOTS 1 AND 2 FIRETHORN 23RD ADDITION, LOTS 1 AND 2, FIRETHORN 25TH ADDITION, OUTLOTS "B", "G", "N" AND "O", FIRETHORN 27TH ADDITION, LOTS 1 THROUGH 10, BLOCK 1, FIRETHORN 27TH ADDITION, LOTS 12 THROUGH 20, BLOCK 1, FIRETHORN 27TH ADDITION, AND LOT 2, BLOCK 2, FIRETHORN 27TH ADDITION, OUTLOT "A", FIRETHORN 28TH ADDITION, A PORTION OF OUTLOT "C", FIRETHORN 28TH ADDITION, AND A PORTION OF LOTS 1, 2 AND 3, FIRETHORN 28TH ADDITION, OUTLOTS "B", "C" AND "F", FIRETHORN 29TH ADDITION, OUTLOT "A", FIRETHORN 31ST ADDITION, AND LOTS 1 THROUGH 3, FIRETHORN 31ST ADDITION, OUTLOTS "A", "B", "C" AND "D", FIRETHORN 32ND ADDITION, LOTS 1 THROUGH 16, BLOCK 1, FIRETHORN 32ND ADDITION, LOTS 1 THROUGH 3, BLOCK 2, FIRETHORN 32ND ADDITION, AND LOTS 6 THROUGH 18, BLOCK 2, FIRETHORN 32ND ADDITION, LOTS 1 THROUGH 4, FIRETHORN 33RD ADDITION, OUTLOT "A", FIRETHORN 34TH ADDITION, AND LOTS 1 AND 2, FIRETHORN 34TH ADDITION, OUTLOT "A", FIRETHORN 35TH ADDITION, AND LOT 1, FIRETHORN 35TH ADDITION, LOT 1, FIRETHORN 36TH ADDITION, OUTLOT "E", FIRETHORN 37TH ADDITION, LOTS 1 AND 2, FIRETHORN 37TH ADDITION, LOT 1, FIRETHORN 38TH ADDITION, LOTS 1 AND 2, FIRETHORN 39TH ADDITION, AND LOT 1, FIRETHORN 40TH ADDITION, ALL LOCATED IN SECTION 2, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 2, THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER ON AN ASSUMED BEARING OF NORTH 89 DEGREES 49 MINUTES 45 SECONDS WEST, A DISTANCE OF 449.82 FEET TO A POINT, THENCE NORTH 00 DEGREES 10 MINUTES 15 SECONDS EAST ALONG A LINE PERPENDICULAR FROM THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF OUTLOT "A", FIRETHORN 20TH ADDITION, SAID POINT BEING ON THE NORTH LINE OF PIONEERS BOULEVARD RIGHT-OF-WAY, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 49 MINUTES 45

SECONDS WEST ALONG A SOUTH LINE OF SAID OUTLOT "A", AND THE SOUTH LINE OF OUTLOT "A" FIRETHORN 22ND ADDITION, SAID LINE BEING THE NORTH LINE OF SAID RIGHT-OF-WAY, SAID LINE ALSO BEING 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 242.93 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT "A", THENCE NORTH 00 DEGREES 03 MINUTES 04 SECONDS WEST ALONG A WEST LINE OF SAID OUTLOT "A", A DISTANCE OF 275.86 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A RADIUS OF 570.00 FEET, ARC LENGTH OF 343.44 FEET, DELTA ANGLE OF 34 DEGREES 31 MINUTES 20 SECONDS, A CHORD BEARING OF NORTH 17 DEGREES 18 MINUTES 44 SECONDS WEST ALONG A WEST LINE OF SAID OUTLOT "A", AND A CHORD LENGTH OF 338.27 FEET TO SOUTHEAST CORNER OF LOT 8, BLOCK 1, FIRETHORN 15TH ADDITION, THENCE NORTH 89 DEGREES 49 MINUTES 45 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 523.71 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8, SAID POINT BEING ON A EAST LINE OF OUTLOT "B" FIRETHORN 29TH ADDITION, THENCE SOUTH 00 DEGREES 29 MINUTES 32 SECONDS WEST ALONG A EAST LINE OF SAID OUTLOT "B", A DISTANCE OF 598.51 FEET TO A SOUTHEAST CORNER OF SAID OUTLOT "B", THENCE NORTH 89 DEGREES 49 MINUTES 45 SECONDS WEST ALONG A SOUTH LINE OF SAID OUTLOT "B", AND THE SOUTH LINE OF OUTLOT "A" FIRETHORN 34TH ADDITION, SAID LINE BEING ON THE NORTH LINE OF PIONEERS BOULEVARD RIGHT-OF-WAY, SAID LINE BEING 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1,323.02 FEET TO A SOUTH CORNER OF SAID OUTLOT "A", THENCE NORTH 89 DEGREES 53 MINUTES 33 SECONDS WEST ALONG A SOUTH LINE OF SAID OUTLOT "A", AND A SOUTH LINE OF OUTLOT "B" 34TH ADDITION, SAID LINE BEING THE NORTH LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 600.39 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT "B", THENCE NORTH 00 DEGREES 40 MINUTES 06 SECONDS EAST ALONG A WEST LINE OF SAID OUTLOT "B", A DISTANCE OF 1,003.59 FEET TO A SOUTHEAST CORNER OF LOT 15, BLOCK 2, FIRETHORN 32ND ADDITION, THENCE NORTH 89 DEGREES 53 MINUTES 26 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 15 AND THE SOUTH LINE OF LOTS 16, 17, AND 18, BLOCK 2, FIRETHORN 32ND ADDITION, A DISTANCE OF 630.78 FEET TO THE NORTHEAST CORNER OF SOUTH 88TH STREET RIGHT-OF-WAY, THENCE SOUTH 00 DEGREES 33 MINUTES 37 SECONDS WEST ALONG A EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 144.19 FEET TO A POINT, THENCE NORTH 89 DEGREES 26 MINUTES 59 SECONDS WEST, A DISTANCE OF 359.96 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF LOT 38 I.T., THENCE NORTH 00 DEGREES 33 MINUTES 44 SECONDS EAST ALONG A WEST LINE OF SAID LOT 38 I.T., A DISTANCE OF 150.42 FEET TO NORTHEAST CORNER OF LOT 42 I.T., THENCE NORTH 89 DEGREES 44 MINUTES 17 SECONDS WEST ALONG A NORTH LINE OF SAID LOT 42 I.T., A DISTANCE OF 170.13 FEET TO THE SOUTHEAST CORNER OF LOT 40 I.T., THENCE NORTH 00 DEGREES 45 MINUTES 37 SECONDS EAST ALONG A EAST LINE OF SAID LOT 40 I.T., A DISTANCE OF 257.11 FEET TO THE NORTHEAST CORNER OF SAID LOT 40 I.T., THENCE NORTH 89 DEGREES 49 MINUTES 56 SECONDS WEST ALONG A NORTH LINE OF SAID LOT 40 I.T., A DISTANCE OF 237.02 FEET TO THE SOUTHWEST CORNER OF OUTLOT "B", FIRETHORN 32ND ADDITION, THENCE NORTH 00 DEGREES 23 MINUTES 35 SECONDS EAST ALONG A WEST LINE OF SAID OUTLOT "B" AND THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID OUTLOT "B", A DISTANCE OF 1,322.05 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 1 FIRETHORN 28TH ADDITION, THENCE SOUTH 89 DEGREES 55 MINUTES 38 SECONDS EAST ALONG A NORTH LINE OF SAID LOT 1, AND A NORTH LINE OF OUTLOT "A" FIRETHORN 28TH ADDITION, AND A NORTH LINE OF OUTLOT "A",

FIRETHORN 35TH ADDITION, A DISTANCE OF 203.99 FEET TO A NORTH CORNER OF SAID OUTLOT "A", THENCE NORTH 39 DEGREES 11 MINUTES 09 SECONDS EAST ALONG A NORTHWEST LINE OF SAID OUTLOT "A", A DISTANCE OF 632.24 FEET TO A NORTH CORNER OF SAID OUTLOT "A", THENCE NORTH 54 DEGREES 59 MINUTES 09 SECONDS EAST ALONG A NORTHWEST LINE OF SAID OUTLOT "A", A DISTANCE OF 842.65 FEET TO THE MOST NORTHERN CORNER OF SAID OUTLOT "A" THENCE NORTH 17 DEGREES 56 MINUTES 39 SECONDS EAST, A DISTANCE OF 61.35 FEET TO THE SOUTHEAST CORNER OF LOT 4 BLOCK 1 FIRETHORN 17TH ADDITION, THENCE SOUTH 60 DEGREES 00 MINUTES 14 SECONDS EAST ALONG A NORTHEAST LINE OF OUTLOT "E" FIRETHORN 17TH ADDITION, A DISTANCE OF 26.79 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 23 DEGREES 56 MINUTES 44 SECONDS, A RADIUS OF 906.62 FEET, AN ARC LENGTH OF 378.90 FEET, A TANGENT LENGTH OF 192.26 FEET, A CHORD LENGTH OF 376.15 FEET, AND A CHORD BEARING OF SOUTH 48 DEGREES 01 MINUTES 52 SECONDS EAST ALONG A NORTHEAST LINE OF SAID OUTLOT "E" TO A POINT OF TANGENCY, THENCE SOUTH 36 DEGREES 03 MINUTES 30 SECONDS EAST ALONG A NORTHEAST LINE OF SAID OUTLOT "E", A DISTANCE OF 176.02 FEET TO A NORTH CORNER OF SAID OUTLOT "E", THENCE NORTH 53 DEGREES 56 MINUTES 30 SECONDS EAST ALONG A NORTHWEST LINE OF SAID OUTLOT "E", A DISTANCE OF 52.25 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 53 DEGREES 42 MINUTES 51 SECONDS, A RADIUS OF 520.00 FEET, AN ARC LENGTH OF 487.49 FEET, A TANGENT LENGTH OF 263.32 FEET, A CHORD LENGTH OF 469.84 FEET, AND A CHORD BEARING OF NORTH 27 DEGREES 05 MINUTES 04 SECONDS EAST ALONG A NORTHWEST LINE OF SAID OUTLOT "E" TO A POINT OF INTERSECTION WITH THE WEST LINE OF OUTLOT "P" FIRETHORN 27TH ADDITION, THENCE NORTH 00 DEGREES 14 MINUTES 05 SECONDS EAST ALONG A WEST LINE OF SAID OUTLOT "P", A DISTANCE OF 953.78 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION, HAVING DELTA ANGLE OF 45 DEGREES 00 MINUTES 03 SECONDS, A RADIUS OF 313.43 FEET, AN ARC LENGTH OF 246.17 FEET, A TANGENT LENGTH OF 129.83 FEET, A CHORD LENGTH OF 239.89 FEET, AND A CHORD BEARING OF NORTH 22 DEGREES 43 MINUTES 44 SECONDS EAST ALONG A NORTHWEST LINE OF SAID OUTLOT "P" TO A POINT OF TANGENCY, THENCE NORTH 45 DEGREES 13 MINUTES 46 SECONDS EAST ALONG A NORTHWEST LINE OF SAID OUTLOT "P", A DISTANCE OF 209.38 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 40 DEGREES 48 MINUTES 23 SECONDS, A RADIUS OF 120.00 FEET, AN ARC LENGTH OF 85.46 FEET, A TANGENT LENGTH OF 44.64 FEET, A CHORD LENGTH OF 83.67 FEET, AND A CHORD BEARING OF NORTH 24 DEGREES 49 MINUTES 34 SECONDS EAST ALONG A NORTHWEST LINE OF SAID OUTLOT "P" TO A POINT, THENCE SOUTH 85 DEGREES 34 MINUTES 37 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A POINT, THENCE SOUTH 85 DEGREES 59 MINUTES 15 SECONDS EAST, A DISTANCE OF 142.56 FEET TO A POINT, THENCE SOUTH 10 DEGREES 21 MINUTES 10 SECONDS WEST, A DISTANCE OF 72.22 FEET TO A POINT, THENCE SOUTH 20 DEGREES 41 MINUTES 38 SECONDS WEST, A DISTANCE OF 85.42 FEET TO A POINT, THENCE SOUTH 40 DEGREES 24 MINUTES 07 SECONDS WEST, A DISTANCE OF 266.59 FEET TO THE EAST CORNER OF LOT 1 BLOCK 2 FIRETHORN ADDITION, THENCE SOUTH 29 DEGREES 43 MINUTES 21 SECONDS WEST ALONG A SOUTHEAST LINE OF SAID LOT 1, A DISTANCE OF 105.90 FEET TO THE NORTHEAST CORNER OF LOT 2 BLOCK 2 FIRETHORN ADDITION, THENCE SOUTH 00 DEGREES 13 MINUTES 38 SECONDS WEST ALONG A EAST LINE OF SAID LOT 2, AND THE EAST LINE OF LINE OF LOT 3, BLOCK 2, FIRETHORN ADDITION, A DISTANCE OF 300.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3, THENCE SOUTH 89 DEGREES 47 MINUTES 44 SECONDS EAST ALONG A

NORTH LINE OF OUTLOT "P" FIRETHORN 27TH ADDITION, A DISTANCE OF 109.90 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 17 DEGREES 34 MINUTES 35 SECONDS, A RADIUS OF 573.02 FEET, AN ARC LENGTH OF 175.78 FEET, A TANGENT LENGTH OF 88.59 FEET, A CHORD LENGTH OF 175.10 FEET, AND A CHORD BEARING OF NORTH 81 DEGREES 24 MINUTES 59 SECONDS EAST ALONG A NORTH LINE OF SAID OUTLOT "P", TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, FIRETHORN 7TH ADDITION, THENCE NORTH 17 DEGREES 26 MINUTES 00 SECONDS WEST ALONG A WEST LINE OF SAID LOT 1, A DISTANCE OF 170.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, THENCE NORTH 59 DEGREES 04 MINUTES 41 SECONDS EAST ALONG A NORTHWEST LINE OF SAID LOT 1, A DISTANCE OF 121.67 FEET TO A NORTH CORNER OF SAID LOT 1, THENCE NORTH 41 DEGREES 36 MINUTES 35 SECONDS EAST ALONG A NORTHWEST LINE OF SAID LOT 1, AND A NORTHWEST LINE OF LOT 2, BLOCK 1, FIRETHORN 7TH ADDITION, A DISTANCE OF 243.49 FEET TO A NORTH CORNER OF SAID LOT 2, THENCE NORTH 58 DEGREES 11 MINUTES 50 SECONDS EAST ALONG A NORTHWEST LINE OF SAID LOT 2, A DISTANCE OF 219.31 FEET TO THE NORTH CORNER OF SAID LOT 2, THENCE SOUTH 27 DEGREES 43 MINUTES 33 SECONDS EAST ALONG A NORTHEAST LINE OF SAID LOT 2, A DISTANCE OF 150.00 FEET TO THE EAST CORNER OF SAID LOT 2, SAID POINT BEING ON THE NORTH LINE OF OUTLOT "P" FIRETHORN 27TH ADDITION, SAID POINT BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION, HAVING DELTA ANGLE OF 08 DEGREES 17 MINUTES 29 SECONDS, A RADIUS OF 352.09 FEET, AN ARC LENGTH OF 50.95 FEET, A TANGENT LENGTH OF 25.52 FEET, A CHORD LENGTH OF 50.91 FEET, AND A CHORD BEARING OF NORTH 66 DEGREES 09 MINUTES 35 SECONDS EAST ALONG A NORTH LINE OF SAID OUTLOT "P" TO A NORTH CORNER OF SAID OUTLOT "P", THENCE NORTH 57 DEGREES 29 MINUTES 59 SECONDS EAST ALONG A NORTH LINE OF SAID OUTLOT "P", A DISTANCE OF 39.69 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING DELTA ANGLE OF 27 DEGREES 14 MINUTES 38 SECONDS, A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 7.13 FEET, A TANGENT LENGTH OF 3.63 FEET, A CHORD LENGTH OF 7.07 FEET, AND A CHORD BEARING OF NORTH 39 DEGREES 29 MINUTES 13 SECONDS EAST ALONG A NORTH LINE OF SAID OUTLOT "P" TO A POINT OF REVERSE CURVATURE, THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION, HAVING A DELTA ANGLE OF 84 DEGREES 45 MINUTES 32 SECONDS, A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 88.76 FEET, A TANGENT LENGTH OF 54.75 FEET, A CHORD LENGTH OF 80.88 FEET, AND A CHORD BEARING OF NORTH 68 DEGREES 14 MINUTES 40 SECONDS EAST ALONG A NORTH LINE OF SAID OUTLOT "P" TO THE WEST CORNER OF LOT 8, BLOCK 2, FIRETHORN ADDITION, THENCE NORTH 21 DEGREES 18 MINUTES 12 SECONDS EAST ALONG A WEST LINE OF SAID LOT 8, A DISTANCE OF 65.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 8, THENCE SOUTH 83 DEGREES 34 MINUTES 52 SECONDS EAST ALONG A NORTH LINE OF SAID LOT 8, A DISTANCE OF 180.00 FEET TO A NORTH CORNER OF SAID LOT 8, THENCE SOUTH 62 DEGREES 36 MINUTES 01 SECONDS EAST ALONG A NORTHEAST LINE OF SAID LOT 8, A DISTANCE OF 90.00 FEET TO THE EAST CORNER OF SAID LOT 8, THENCE SOUTH 43 DEGREES 18 MINUTES 35 SECONDS WEST ALONG A SOUTHEAST LINE OF SAID LOT 8, AND THE SOUTHEAST LINE OF LOT 9 BLOCK 2 FIRETHORN ADDITION, A DISTANCE OF 427.24 FEET TO THE SOUTH CORNER OF SAID OUTLOT 9, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 10, BLOCK 2, FIRETHORN ADDITION, THENCE SOUTH 58 DEGREES 44 MINUTES 18 SECONDS WEST ALONG A SOUTHEAST LINE OF SAID LOT 10, A DISTANCE OF 95.68 FEET TO THE EAST CORNER OF LOT 2, FIRETHORN 23RD ADDITION, THENCE SOUTH 39 DEGREES 06 MINUTES 47 SECONDS WEST ALONG A SOUTHEAST LINE OF SAID LOT 2, A DISTANCE OF 185.73 FEET TO THE SOUTH CORNER OF SAID LOT 2, SAID POINT BEING THE EAST

CORNER OF LOT 1, FIRETHORN 23RD ADDITION, THENCE SOUTH 51 DEGREES 19 MINUTES 08 SECONDS WEST ALONG THE SOUTHEAST LINE OF SAID LOT 1, A DISTANCE OF 190.77 FEET TO THE EAST CORNER OF LOT 13, BLOCK 2, FIRETHORN ADDITION, THENCE SOUTH 64 DEGREES 20 MINUTES 05 SECONDS WEST ALONG A SOUTHEAST LINE OF SAID LOT 13, A DISTANCE OF 191.03 FEET TO THE SOUTH CORNER OF SAID LOT 13, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 14, BLOCK 2, FIRETHORN ADDITION, THENCE SOUTH 77 DEGREES 33 MINUTES 04 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 14, A DISTANCE OF 191.03 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14, THENCE NORTH 05 DEGREES 50 MINUTES 26 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 14, A DISTANCE OF 200.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 14, SAID POINT BEING ON THE SOUTH LINE OF OUTLOT "P" FIRETHORN 27TH ADDITION, SAID POINT BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION, HAVING DELTA ANGLE OF 05 DEGREES 41 MINUTES 55 SECONDS, A RADIUS OF 671.75 FEET, AN ARC LENGTH OF 66.81 FEET, A TANGENT LENGTH OF 33.43 FEET, A CHORD LENGTH OF 66.78 FEET, AND A CHORD BEARING OF SOUTH 87 DEGREES 14 MINUTES 10 SECONDS WEST ALONG A SOUTH LINE OF SAID OUTLOT "P", TO A POINT OF TANGENCY, THENCE NORTH 89 DEGREES 48 MINUTES 56 SECONDS WEST ALONG A SOUTH LINE OF SAID OUTLOT "P", A DISTANCE OF 59.90 FEET TO THE NORTHEAST CORNER OF LOT 15, BLOCK 2, FIRETHORN ADDITION, THENCE SOUTH 02 DEGREES 01 MINUTES 06 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 15, AND THE EAST LINE OF LOTS 16, 17, 18, 19 AND OUTLOT "B" BLOCK 2 FIRETHORN ADDITION, A DISTANCE OF 773.60 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT "B", THENCE NORTH 89 DEGREES 46 MINUTES 22 SECONDS WEST ALONG THE SOUTH LINE OF SAID OUTLOT "B", A DISTANCE OF 230.31 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT "B", SAID POINT BEING ON THE EAST LINE OF A TRACT OF LAND REFERRED TO IN VACATED ORDINANCE NO. 98-2670, THENCE SOUTH 00 DEGREES 13 MINUTES 38 SECONDS WEST ALONG A EAST LINE OF A TRACT OF LAND REFERRED TO IN VACATED ORDINANCE NO. 98-2670, A DISTANCE OF 275.68 FEET TO THE NORTHWEST CORNER OF LOT 20, BLOCK 2, FIRETHORN ADDITION, THENCE SOUTH 89 DEGREES 46 MINUTES 22 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 20, A DISTANCE OF 180.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 20, THENCE SOUTH 00 DEGREES 13 MINUTES 38 SECONDS WEST ALONG A EAST LINE OF SAID LOT 20, AND THE EAST LINE OF LOTS 21, AND 22, BLOCK 2, FIRETHORN ADDITION, A DISTANCE OF 395.70 FEET TO THE SOUTHEAST CORNER OF SAID LOT 22, SAID POINT BEING THE NORTHWEST CORNER OF LOT 23, BLOCK 2, FIRETHORN ADDITION, THENCE SOUTH 80 DEGREES 03 MINUTES 13 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 23, A DISTANCE OF 93.28 FEET TO THE NORTHEAST CORNER OF SAID LOT 23, SAID POINT BEING THE NORTHWEST CORNER OF LOT 24, BLOCK 2, FIRETHORN ADDITION, THENCE NORTH 48 DEGREES 56 MINUTES 29 SECONDS EAST ALONG THE NORTHWEST LINE OF SAID LOT 24, A DISTANCE OF 113.88 FEET TO THE NORTH CORNER OF SAID LOT 24, THENCE SOUTH 41 DEGREES 03 MINUTES 31 SECONDS EAST ALONG A NORTHEAST LINE OF SAID LOT 24, A DISTANCE OF 200.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 24, SAID POINT BEING ON THE NORTHWEST LINE OF OUTLOT "O" FIRETHORN 27TH ADDITION, THENCE NORTH 48 DEGREES 56 MINUTES 29 SECONDS EAST ALONG A NORTHWEST LINE OF SAID OUTLOT "O", A DISTANCE OF 94.93 FEET TO THE SOUTH CORNER OF LOT 25, BLOCK 2, FIRETHORN ADDITION, THENCE NORTH 41 DEGREES 03 MINUTES 31 SECONDS WEST ALONG THE SOUTHWEST LINE OF SAID LOT 25, A DISTANCE OF 200.00 FEET TO THE WEST CORNER OF SAID LOT 25, THENCE NORTH 48 DEGREES 56 MINUTES 29 SECONDS EAST ALONG THE NORTHWEST LINE OF SAID LOT 25, AND THE NORTHWEST LINE OF LOT 26, BLOCK 2, FIRETHORN ADDITION, A DISTANCE OF 372.00 FEET TO THE NORTH

CORNER OF SAID LOT 26, SAID POINT BEING THE WEST CORNER OF LOT 27, BLOCK 2, FIRETHORN ADDITION, THENCE NORTH 44 DEGREES 30 MINUTES 10 SECONDS EAST ALONG THE NORTHWEST LINE OF SAID LOT 27, AND THE NORTHWEST LINE OF LOTS 28, 29, AND 30, BLOCK 2, FIRETHORN ADDITION, A DISTANCE OF 645.67 FEET TO THE NORTH CORNER OF SAID LOT 30, SAID POINT BEING THE NORTHWEST CORNER OF LOT 31, BLOCK 2, FIRETHORN ADDITION, THENCE SOUTH 84 DEGREES 07 MINUTES 29 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 31, A DISTANCE OF 239.68 FEET TO THE NORTHEAST CORNER OF SAID LOT 31, SAID POINT BEING THE NORTHWEST CORNER OF LOT 32, BLOCK 2, FIRETHORN ADDITION, THENCE NORTH 61 DEGREES 25 MINUTES 37 SECONDS EAST ALONG A NORTHWEST LINE OF SAID LOT 32, A DISTANCE OF 70.11 FEET TO THE NORTHWEST CORNER OF SAID LOT 32, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 33, BLOCK 2, FIRETHORN ADDITION, THENCE NORTH 09 DEGREES 50 MINUTES 49 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 33, AND THE WEST LINE OF LOTS 34, 35, AND 36, BLOCK 2, FIRETHORN ADDITION, A DISTANCE OF 592.49 FEET TO THE NORTHWEST CORNER OF SAID LOT 36, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 37, BLOCK 2, FIRETHORN ADDITION, THENCE NORTH 16 DEGREES 56 MINUTES 07 SECONDS EAST, A DISTANCE OF 154.07 FEET TO A POINT, THENCE NORTH 39 DEGREES 42 MINUTES 48 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A POINT, THENCE NORTH 84 DEGREES 38 MINUTES 29 SECONDS EAST, A DISTANCE OF 305.52 FEET TO A POINT, THENCE SOUTH 04 DEGREES 20 MINUTES 53 SECONDS EAST, A DISTANCE OF 305.64 FEET TO A EAST CORNER OF LOT 1, FIRETHORN 8TH ADDITION, THENCE SOUTH 05 DEGREES 45 MINUTES 09 SECONDS WEST ALONG A EAST LINE OF SAID LOT 1, AND A EAST LINE OF LOT 41, BLOCK 2, FIRETHORN ADDITION, A DISTANCE OF 308.05 FEET TO THE SOUTHEAST CORNER OF SAID LOT 41, SAID POINT BEING THE NORTHEAST CORNER OF LOT 42, BLOCK 2, FIRETHORN ADDITION, THENCE SOUTH 08 DEGREES 26 MINUTES 57 SECONDS WEST ALONG THE EAST ALONG A EAST LINE OF SAID LOT 42, A DISTANCE OF 165.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 42, SAID POINT BEING THE NORTHEAST CORNER OF LOT 43, BLOCK 2, FIRETHORN ADDITION, THENCE SOUTH 10 DEGREES 55 MINUTES 09 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 43, AND THE EAST LINE OF LOTS 44 AND 45, BLOCK 2, FIRETHORN ADDITION, A DISTANCE OF 507.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 45, SAID POINT BEING THE NORTHEAST CORNER OF LOT 46, BLOCK 2, FIRETHORN ADDITION, THENCE SOUTH 33 DEGREES 34 MINUTES 56 SECONDS WEST ALONG THE SOUTHEAST LINE OF SAID LOT 46, AND THE SOUTHEAST LINE OF LOT 47, BLOCK 2, FIRETHORN ADDITION, A DISTANCE OF 341.36 FEET TO THE SOUTH CORNER OF SAID LOT 47, SAID POINT BEING A EAST CORNER OF LOT 48, BLOCK 2, FIRETHORN ADDITION, THENCE SOUTH 55 DEGREES 36 MINUTES 01 SECONDS WEST ALONG THE SOUTHEAST LINE OF SAID LOT 48, A DISTANCE OF 130.71 FEET TO THE SOUTHEAST CORNER OF SAID LOT 48, SAID POINT BEING THE NORTHEAST CORNER OF LOT 49, BLOCK 2, FIRETHORN ADDITION, THENCE SOUTH 09 DEGREES 37 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 49, A DISTANCE OF 102.47 FEET TO THE SOUTHEAST CORNER OF SAID LOT 49, SAID POINT BEING THE NORTHWEST CORNER OF LOT 50, BLOCK 2, FIRETHORN ADDITION, THENCE SOUTH 89 DEGREES 51 MINUTES 36 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 50, AND THE NORTH LINE OF LOT 51, BLOCK 2, FIRETHORN ADDITION, A DISTANCE OF 352.63 FEET TO THE NORTHEAST CORNER OF SAID LOT 51, THENCE SOUTH 00 DEGREES 08 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 51, A DISTANCE OF 170.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 51, SAID POINT BEING ON THE NORTH LINE OF OUTLOT "O" FIRETHORN 27TH ADDITION, THENCE SOUTH 89 DEGREES 51 MINUTES 57 SECONDS EAST ALONG A NORTH LINE OF SAID OUTLOT "O", A DISTANCE OF 45.12 FEET TO THE SOUTHWEST CORNER OF LOT 1, FIRETHORN 10TH ADDITION, THENCE

NORTH 00 DEGREES 08 MINUTES 24 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 240.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, THENCE NORTH 76 DEGREES 06 MINUTES 14 SECONDS EAST ALONG THE NORTHWEST LINE OF SAID LOT 1, A DISTANCE OF 226.77 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, THENCE SOUTH 00 DEGREES 08 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 295.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, THENCE SOUTH 26 DEGREES 42 MINUTES 25 SECONDS WEST, A DISTANCE OF 67.09 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 3, FIRETHORN 7TH ADDITION, THENCE SOUTH 00 DEGREES 08 MINUTES 24 SECONDS WEST ALONG A EAST LINE OF LOT 1, A DISTANCE OF 168.44 FEET TO A EAST CORNER OF SAID LOT 1, THENCE SOUTH 27 DEGREES 31 MINUTES 47 SECONDS WEST ALONG A SOUTHEAST LINE OF SAID LOT 1, AND A SOUTHEAST LINE OF OUTLOT "A" FIRETHORN 8TH ADDITION, A DISTANCE OF 157.85 FEET TO THE SOUTH CORNER OF SAID OUTLOT "A", SAID POINT BEING ON THE NORTHEAST LINE OF LOT 1, FIRETHORN 11TH ADDITION, THENCE SOUTH 55 DEGREES 54 MINUTES 36 SECONDS EAST ALONG A NORTHEAST LINE OF SAID LOT 1, AND AN EXTENSION OF SAID LINE, A DISTANCE OF 104.45 FEET TO A POINT, THENCE SOUTH 00 DEGREES 29 MINUTES 08 SECONDS WEST ALONG AN EXTENSION OF THE WEST LINE OF OUTLOT "B", FIRETHORN 15TH ADDITION, A DISTANCE OF 739.15 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT "B", THENCE SOUTH 89 DEGREES 37 MINUTES 10 SECONDS EAST ALONG A SOUTH LINE OF SAID OUTLOT "B", A DISTANCE OF 125.35 FEET TO THE NORTHWEST CORNER OF OUTLOT "A" FIRETHORN 20TH ADDITION, THENCE SOUTH 00 DEGREES 22 MINUTES 50 SECONDS WEST ALONG A WEST LINE OF SAID OUTLOT "A" AND ITS EXTENSION, A DISTANCE OF 764.93 FEET TO A POINT ON THE NORTH LINE OF OUTLOT "E", FIRETHORN 15TH ADDITION, THENCE NORTH 89 DEGREES 37 MINUTES 10 SECONDS WEST ALONG THE NORTH LINE OF SAID OUTLOT "E", A DISTANCE OF 207.42 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT "E", THENCE SOUTH 00 DEGREES 09 MINUTES 52 SECONDS WEST ALONG THE WEST LINE OF SAID OUTLOT "E", A DISTANCE OF 724.04 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 13,227,333.96 SQUARE FEET OR 303.66 ACRES, MORE OR LESS.

AND INCLUDING ADJACENT STREET RIGHTS-OF-WAY IN SOUTH 84TH STREET AND PIONEERS BOULEVARD.

ATTACHMENT A-1

**LEGAL DESCRIPTION
ADDITIONAL PROPERTY**

A TRACT OF LAND COMPOSED OF OUTLOT "A", FIRETHORN ADDITION, AND A PORTION OF OUTLOT "A", FIRETHORN 17TH ADDITION, ALL LOCATED IN THE NORTH HALF OF SECTION 2, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M.; THENCE EASTERLY ON THE NORTH LINE OF SAID NORTHWEST QUARTER ON AN ASSUMED BEARING OF S89°49'29"E, A DISTANCE OF 100.07' TO A POINT; THENCE S00°10'31"W, A DISTANCE OF 53.39' TO THE NORTHWEST CORNER OF OUTLOT "A", FIRETHORN 17TH ADDITION, SAID POINT BEING ON A SOUTH RIGHT-OF-WAY LINE OF VAN DORN STREET; SAID POINT ALSO BEING **THE TRUE POINT OF BEGINNING**; THENCE S89°49'29"E, ON A NORTH LINE OF SAID OUTLOT "A", SAID LINE BEING A SOUTH LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 53.39' SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 344.69' TO A POINT; THENCE N89°01'26"E, ON A NORTH LINE OF SAID OUTLOT "A", SAID LINE BEING A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 168.73' TO A POINT 50.00' SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE S89°49'29"E, ON A NORTH LINE OF SAID OUTLOT "A", AN ON A NORTH LINE OF OUTLOT "A", FIRETHORN ADDITION, SAID LINE BEING A SOUTH LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 50.00' SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 2,029.91' TO A POINT; THENCE S89°49'14"E, ON A NORTH LINE OF SAID OUTLOT "A", SAID LINE BEING A SOUTH LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 50.00' SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 245.18' TO THE NORTHEAST CORNER OF SAID OUTLOT "A", SAID POINT BEING THE NORTHWEST CORNER OF OUTLOT "P", FIRETHORN 27TH ADDITION; THENCE S00°13'38"W, ON A EAST LINE OF SAID OUTLOT "A", SAID LINE BEING A WEST LINE OF SAID OUTLOT "P", A DISTANCE OF 100.67' TO A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 45°00'00", A RADIUS OF 120.00', AN ARC LENGTH OF 94.25' ON A EAST LINE OF SAID OUTLOT "A", SAID LINE BEING A WEST LINE OF SAID OUTLOT "P", A CHORD LENGTH OF 91.84', A TANGENT LENGTH OF 49.71', AND A CHORD BEARING OF S22°43'38"W, TO A POINT; THENCE S45°13'38"W, ON A SOUTHEAST LINE OF SAID OUTLOT "A", SAID LINE BEING A NORTHWEST LINE OF SAID OUTLOT "P", A DISTANCE OF 209.69' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 44°59'59", A RADIUS OF 313.43', AN ARC LENGTH OF 246.17' ON A EAST LINE OF SAID OUTLOT "A", SAID LINE BEING A WEST LINE OF SAID OUTLOT "P", A CHORD LENGTH OF 239.89', A TANGENT LENGTH OF 129.83', AND A CHORD BEARING OF S22°43'39"W, TO THE SOUTH CORNER OF SAID OUTLOT "A", SAID POINT BEING ON A EAST LINE OF OUTLOT "A", FIRETHORN 17TH ADDITION; THENCE S00°13'39"W, ON A EAST LINE OF SAID OUTLOT "A", SAID LINE BEING A EAST LINE OF SAID OUTLOT "P", A DISTANCE OF 953.52' TO NORTH CORNER OF OUTLOT "E", FIRETHORN 17TH ADDITION, SAID POINT BEING A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 53°42'51", A RADIUS OF 520.00', AN ARC LENGTH OF 487.49' ON A EAST LINE OF SAID OUTLOT "A", SAID LINE BEING A WEST LINE OF SAID OUTLOT "E", A CHORD LENGTH OF 469.84', A

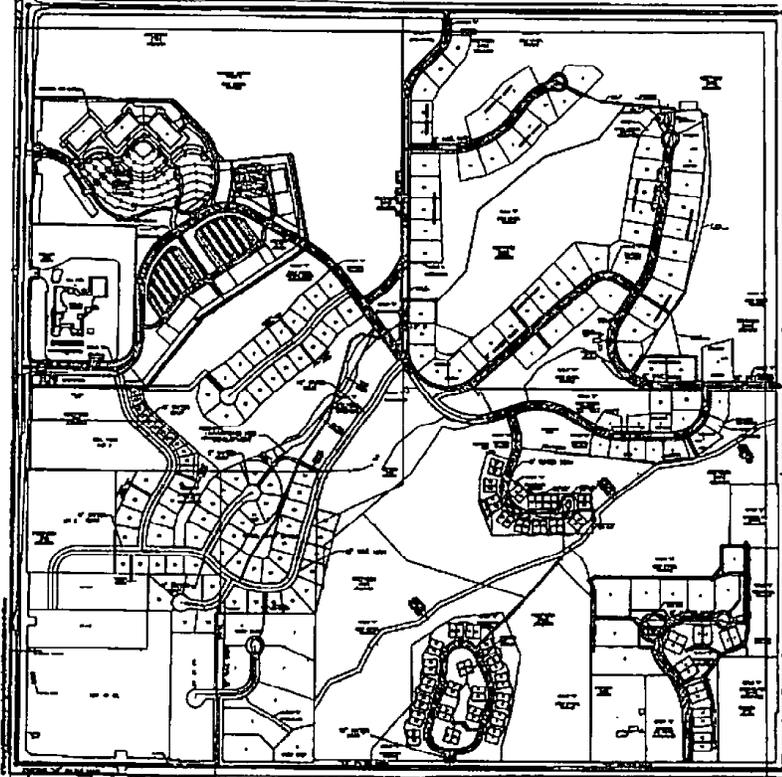
TANGENT LENGTH OF 263.32', AND A CHORD BEARING OF S27°05'04"W, TO A POINT; THENCE S53°56'30"W, ON A SOUTHEAST LINE OF SAID OUTLOT "A", SAID LINE BEING A NORTHWEST LINE OF SAID OUTLOT "E", A DISTANCE OF 52.25' TO THE SOUTHEAST CORNER OF SAID OUTLOT "A"; THENCE N36°03'30"W, ON A SOUTHWEST LINE OF SAID OUTLOT "A", SAID LINE BEING A NORTHEAST LINE OF SAID OUTLOT "E", A DISTANCE OF 176.02' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 23°56'44", A RADIUS OF 906.62', AN ARC LENGTH OF 378.90' ON A SOUTHWEST LINE OF SAID OUTLOT "A", SAID LINE BEING A NORTHEAST LINE OF SAID OUTLOT "E", A CHORD LENGTH OF 376.15', A TANGENT LENGTH OF 192.26', AND A CHORD BEARING OF N48°01'52"W, TO A POINT; THENCE N60°00'14"W, ON A SOUTHWEST LINE OF SAID OUTLOT "A", SAID LINE BEING A NORTHEAST LINE OF SAID OUTLOT "E", A DISTANCE OF 26.79' TO A WEST CORNER OF SAID OUTLOT "A", SAID POINT BEING THE SOUTHEAST CORNER OF LOT 4, BLOCK 1, FIRETHORN 17TH ADDITION; THENCE N11°46'20"W, ON A WEST LINE OF SAID OUTLOT "A", SAID LINE BEING A EAST LINE OF SAID LOT 4, A DISTANCE OF 610.45' TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE S82°09'31"W, ON A SOUTH LINE OF SAID OUTLOT "A", SAID LINE BEING A NORTH LINE OF SAID LOT 4, A DISTANCE OF 400.00' TO THE NORTHWEST CORNER OF SAID LOT 4, SAID POINT BEING A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 24°47'12", A RADIUS OF 549.00', AN ARC LENGTH OF 237.50' ON EAST LINE OF SAID OUTLOT "A", SAID LINE BEING A WEST LINE OF SAID LOT 4, A CHORD LENGTH OF 235.65', A TANGENT LENGTH OF 120.64', AND A CHORD BEARING OF S03°46'59"W TO A POINT; THENCE S04°37'58"W, ON A EAST LINE OF SAID OUTLOT "A", SAID LINE BEING A WEST LINE OF SAID LOT 4, A DISTANCE OF 50.17' TO A SOUTH CORNER OF SAID OUTLOT "A", SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 4, SAID POINT BEING ON A NORTH LINE OF SAID OUTLOT "E", SAID POINT BEING A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 15°53'58", A RADIUS OF 340.00', AN ARC LENGTH OF 94.35' ON A SOUTH LINE OF SAID OUTLOT "A", SAID LINE BEING A NORTH LINE OF SAID OUTLOT "E", A CHORD LENGTH OF 94.05', A TANGENT LENGTH OF 47.48', AND A CHORD BEARING OF S81°37'15"W TO A SOUTH CORNER OF SAID OUTLOT "A", SAID POINT BEING THE SOUTHEAST CORNER OF OUTLOT "A", FIRETHORN 24TH ADDITION; THENCE N16°19'44"W, ON A WEST LINE OF SAID OUTLOT "A", SAID LINE BEING A EAST LINE OF SAID OUTLOT "A", A DISTANCE OF 50.00' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 36°41'25", A RADIUS OF 449.00', AN ARC LENGTH OF 287.52' ON A WEST LINE OF SAID OUTLOT "A", SAID LINE BEING A EAST LINE OF SAID OUTLOT "A", A CHORD LENGTH OF 282.64', A TANGENT LENGTH OF 148.88', AND A CHORD BEARING OF N03°43'14"E TO A POINT; THENCE N51°03'10"E, A DISTANCE OF 280.66' TO A POINT; THENCE N38°56'50"W, A DISTANCE OF 324.00' TO A POINT; THENCE N51°03'10"E, A DISTANCE OF 90.00' TO A POINT; THENCE N38°56'50"W, A DISTANCE OF 230.00' TO A POINT; THENCE S51°03'10"W, A DISTANCE OF 192.61' TO A POINT; THENCE S38°56'50"E, A DISTANCE OF 230.00' TO A POINT; THENCE S51°03'10"W, A DISTANCE OF 154.97' TO A POINT OF INTERSECTION WITH A SOUTHWEST LINE OF SAID OUTLOT "A", SAID POINT BEING ON A NORTHEAST LINE OF SAID OUTLOT "A"; THENCE N45°10'34"W, ON A SOUTHWEST LINE OF SAID OUTLOT "A", SAID LINE BEING A NORTHEAST LINE OF SAID OUTLOT "A", A DISTANCE OF 176.46' TO THE NORTHEAST CORNER OF OUTLOT "A", FIRETHORN 24TH ADDITION; THENCE N89°36'33"W, ON A SOUTH LINE OF SAID OUTLOT "A", SAID LINE BEING A NORTH LINE OF SAID OUTLOT "A", A DISTANCE OF 958.84' TO THE NORTHWEST CORNER OF OUTLOT "A", FIRETHORN 24TH ADDITION, SAID POINT BEING THE SOUTHWEST CORNER OF OUTLOT "A", FIRETHORN 17TH ADDITION, SAID POINT BEING ON THE EAST RIGHT-OF-

WAY LINE OF SOUTH 84TH STREET, SAID POINT BEING 50.00' EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE N00°23'26"E, ON A WEST LINE OF SAID OUTLOT "A", SAID LINE BEING A EAST LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 50.00' EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 19.06' TO A POINT; THENCE N00°48'13"E, ON A WEST LINE OF SAID OUTLOT "A", SAID LINE BEING A EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 211.85' TO A POINT; THENCE N07°01'42"E, ON A WEST LINE OF SAID OUTLOT "A", SAID LINE BEING EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 118.11' TO A POINT 50.00' EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE N00°23'26"E, ON A WEST LINE OF SAID OUTLOT "A", SAID LINE BEING A EAST LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 65.18' EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 200.13' TO A WEST CORNER OF SAID OUTLOT "A"; THENCE N45°17'53"E, ON A NORTHWEST LINE OF SAID OUTLOT "A", SAID LINE BEING A SOUTHEAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 49.70' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 2,601,211.66 SQUARE FEET OR 59.72 ACRES, MORE OR LESS.

Wednesday, February 04, 2015

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FIRETHORN WATER MAIN IMPROVEMENTS



WATER SYSTEM IMPROVEMENTS

WATER MAIN (DIAMETER, DEPTH)	LINEAL FEET	COST PER FOOT	TOTAL COST	EST. TOTAL
12" WATER MAIN 18" DEPTH	100	\$150.00	\$15,000	\$15,000
12" WATER MAIN 18" DEPTH	100	\$150.00	\$15,000	\$15,000
12" WATER MAIN 18" DEPTH	100	\$150.00	\$15,000	\$15,000
12" WATER MAIN 18" DEPTH	100	\$150.00	\$15,000	\$15,000
12" WATER MAIN 18" DEPTH	100	\$150.00	\$15,000	\$15,000
12" WATER MAIN 18" DEPTH	100	\$150.00	\$15,000	\$15,000
12" WATER MAIN 18" DEPTH	100	\$150.00	\$15,000	\$15,000
12" WATER MAIN 18" DEPTH	100	\$150.00	\$15,000	\$15,000
12" WATER MAIN 18" DEPTH	100	\$150.00	\$15,000	\$15,000
12" WATER MAIN 18" DEPTH	100	\$150.00	\$15,000	\$15,000

SUMMARY OF LAND ACQUISITION COSTS

TOTAL CITY SHARES	\$0.00
REPLACED VALUE - EXISTING WATER MAINS	\$150,000
REPLACED VALUE - NEW WATER MAINS (12" x 18")	\$1,500,000
TOTAL COST TO CITY	\$1,650,000





PROJECT NO. _____

DATE _____

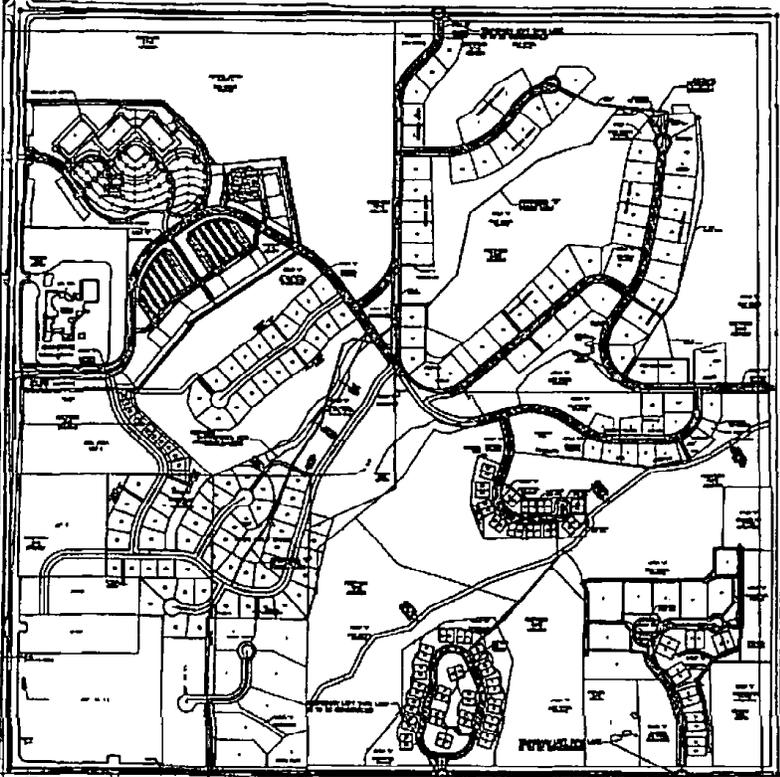
DESIGNED BY _____

CHECKED BY _____

APPROVED BY _____

ATTACHMENT B

FIRETHORN SANITARY SEWER AND ROAD IMPROVEMENTS



SANITARY SEWER AND ROAD IMPROVEMENTS

SANITARY SEWER (PRIVATE SYSTEM)		DATE	NO. OF	TYPE	LENGTH - FT
SEWER PUMP STATION IMPROVEMENTS	1 EA.	08/15/08	1	CONCRETE	250.00
SEWER MAIN IMPROVEMENTS	4200 LF.	08/15/08	4200	CONCRETE	4200.00
SEWER MAIN IMPROVEMENTS	100 LF.	08/15/08	100	CONCRETE	100.00
SEWER MAIN IMPROVEMENTS	100 LF.	08/15/08	100	CONCRETE	100.00
TOTAL					

ROAD IMPROVEMENTS		DATE	NO. OF	TYPE	LENGTH - FT
NEW ASPHALT DRIVEWAYS	1	08/15/08	1	ASPHALT	100.00
SEWER MAIN IMPROVEMENTS	1	08/15/08	1	CONCRETE	100.00
TOTAL					

PROPOSED SANITARY SEWER AND ROAD IMPROVEMENTS PLAN

DATE: 08/15/08

SCALE: AS SHOWN

PROJECT NO. 08-001

DATE: 08/15/08

SCALE: AS SHOWN

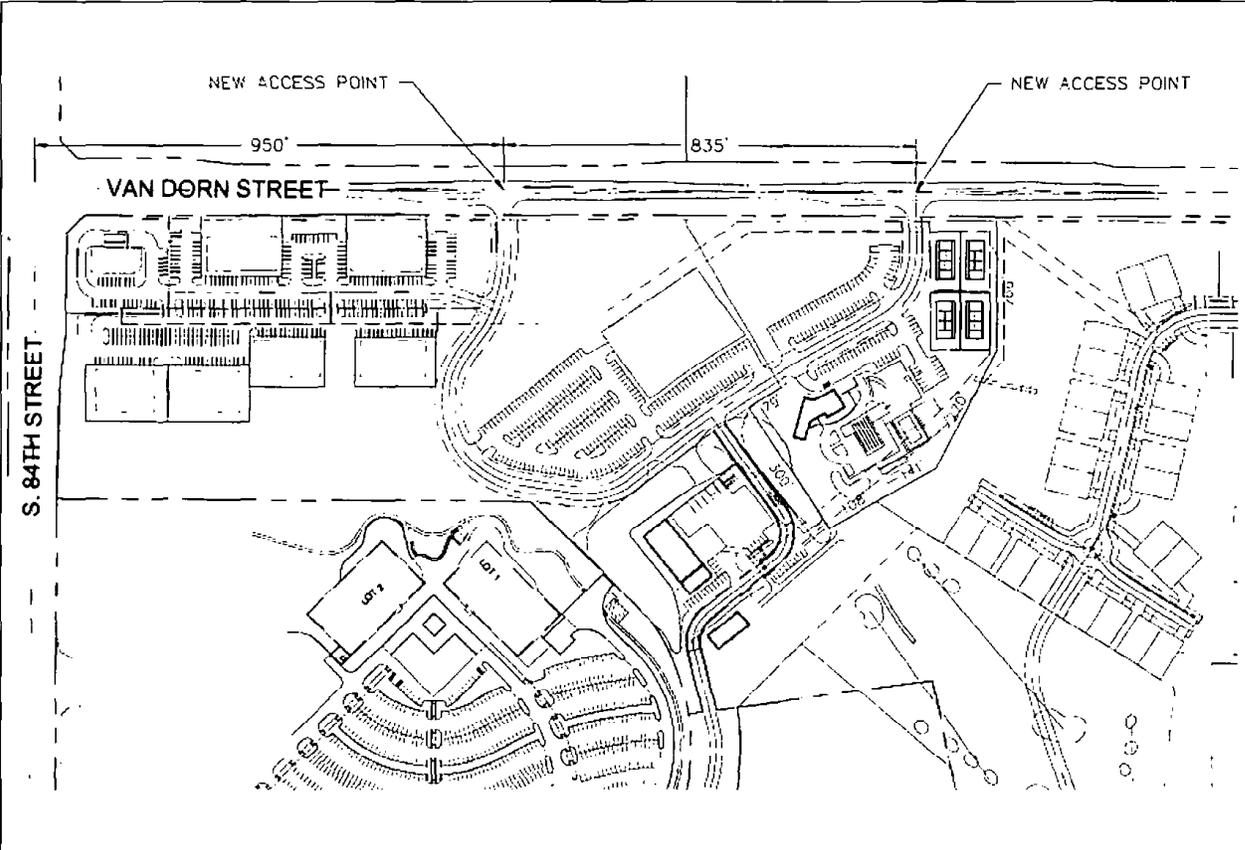
PROJECT NO. 08-001

DATE: 08/15/08

SCALE: AS SHOWN

ATTACHMENT C

ATTACHMENT D
NEW ACCESS POINTS TO VAN DORN STREET



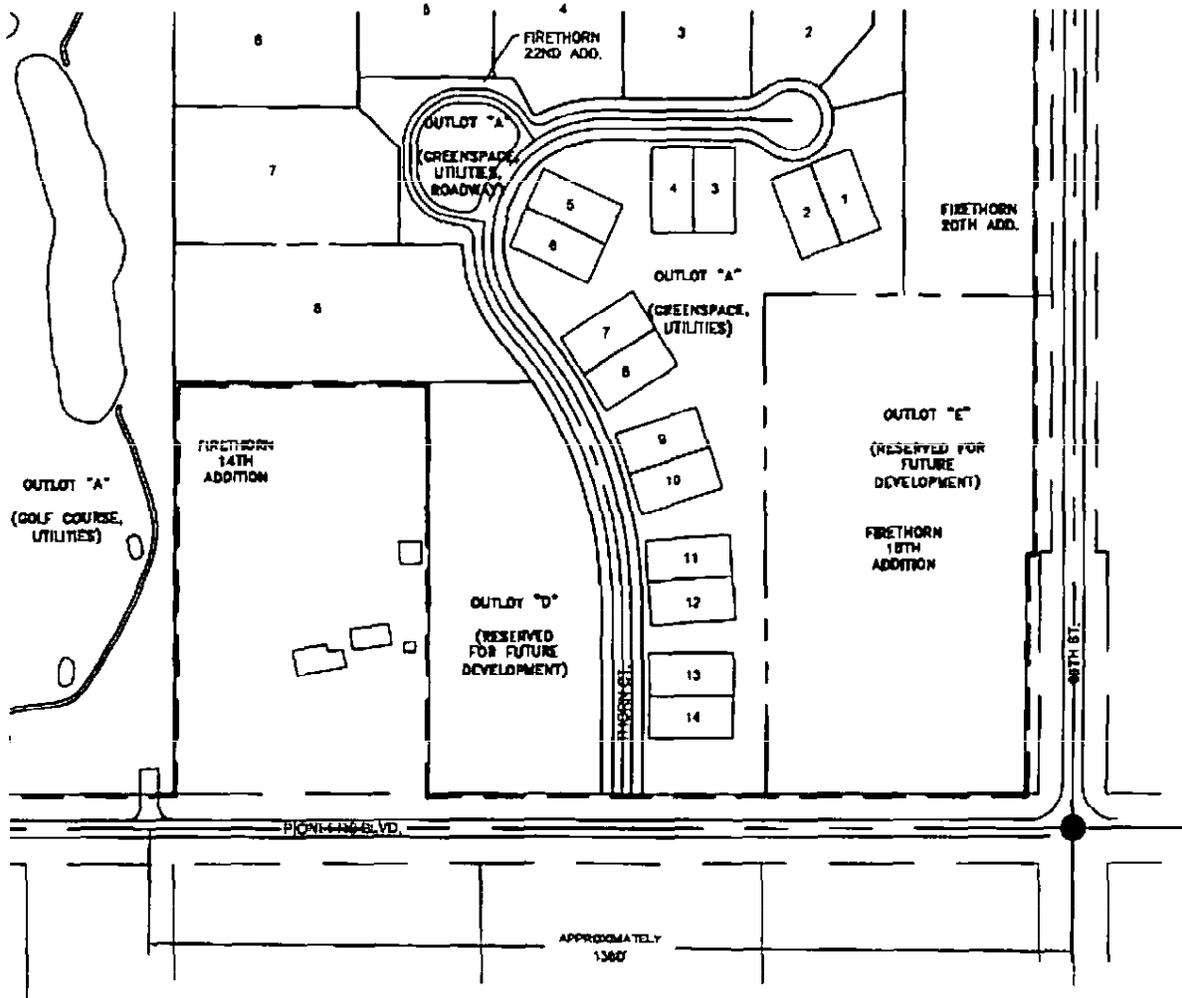
PROJECT NO:	013-2863
DRAWN BY:	BAL
DATE:	2.3.15

VAN DORN STREET
NEW ACCESS POINTS

OLSSON
ASSOCIATES

801 P Street, Suite 200
P.O. Box 84828
Lincoln, NE 68508
TEL: 402.474.6311
FAX: 402.474.5100

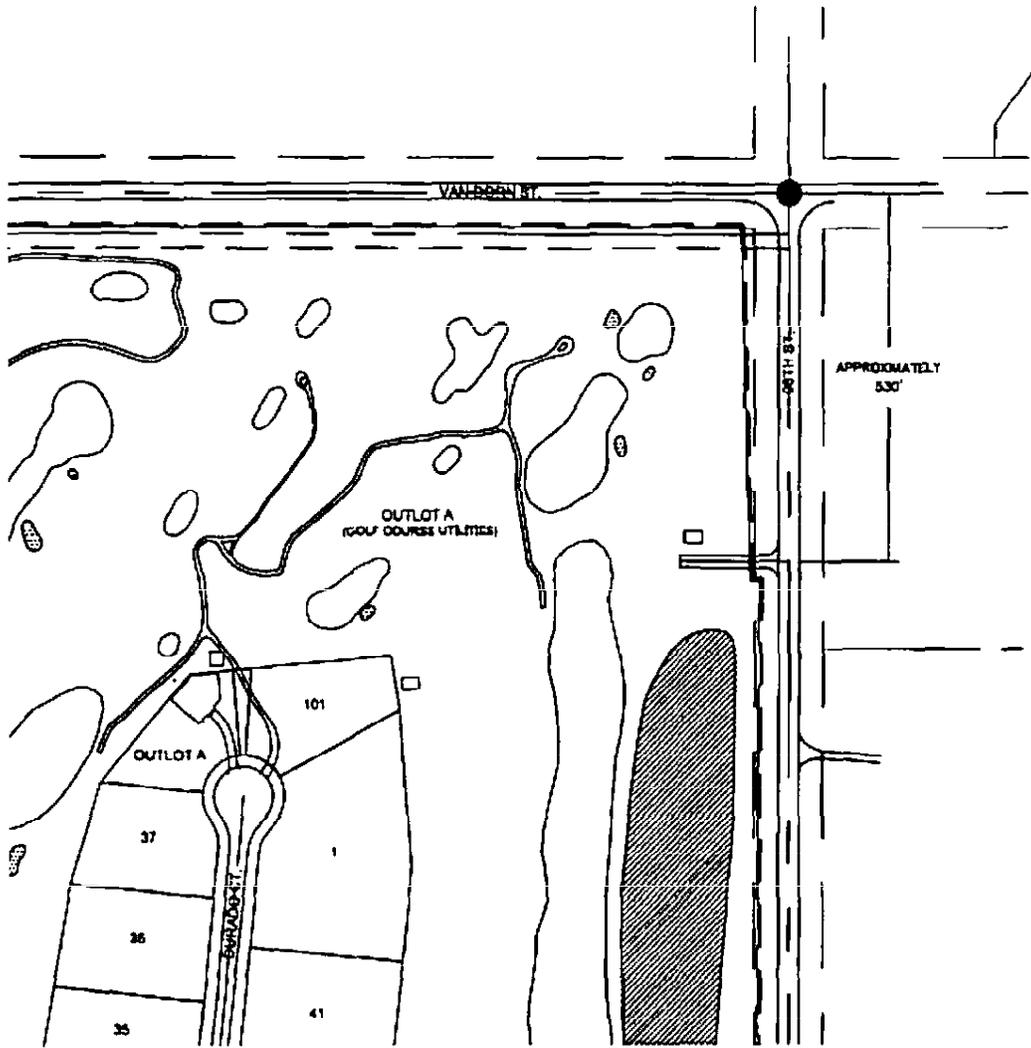
ATTACHMENT E
DRIVEWAY ACCESS TO PIONEERS BOULEVARD AND 98TH STREET



N

NOT TO SCALE





N

NOT TO SCALE



After recording return to:
City Clerk
555 S. 10th Street, Suite 103
Lincoln, NE 68508

**SECOND AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS PURSUANT TO THE CONSERVATION AND
PRESERVATION EASEMENT ACT**

THIS SECOND AMENDMENT is executed as of this ____ day of _____, 2015, by FIRETHORN GOLF COMPANY, L.L.C., a Nebraska limited liability company (hereinafter referred to as "Owner"), and the CITY OF LINCOLN, NEBRASKA, a municipal corporation (hereinafter referred to as "City").

WHEREAS, Owner is owner of the real property legally described as Outlot A, Firethorn 17th Addition, Lincoln, Lancaster County, Nebraska (the "Real Property"); and

WHEREAS, the Real Property is subject to the Declaration of Protective Covenants, Conditions and Restrictions Pursuant to the Conservation and Preservation Easement Act that was recorded in the Office of the Register of Deeds of Lancaster County, Nebraska as Instrument No. 98-049864, and amended by the Amendment to the Declaration of Protective Covenants, Conditions and Restrictions Pursuant to the Conservation and Preservation Easement Act that was recorded in the Office of the Register of Deeds of Lancaster County, Nebraska as Instrument No. 2007054081 (collectively the "Declaration"); and

WHEREAS, the parties desire to amend the Declaration to remove property from the terms and conditions set forth therein.

NOW THEREFORE, for and in consideration of the recitals set forth above and the mutual representations, warranties and covenants set forth below, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereby agree to amend the Declaration as follows:

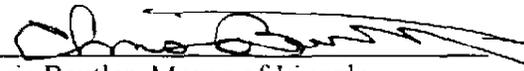
1. Real Property. The legal description of the Real Property is hereby amended to delete that portion of the Real Property legally described on Exhibit "1" attached hereto and incorporated herein by this reference. Upon recording this Second Amendment in the Office of the Register of Deeds of Lancaster County, Nebraska, that portion of the Real Property legally

described on Exhibit "1" shall be released from the covenants, conditions and restrictions set forth in the Declaration.

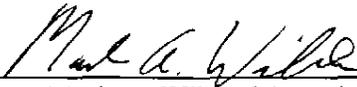
2. Full Force and Effect. Except as modified by this Second Amendment, each of the covenants, conditions and restrictions set forth in the Declaration shall continue and be binding upon the parties hereto and upon their successors and assigns and upon each of them and all parties and all persons claiming under them.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment on the day and year fir above written.

CITY OF LINCOLN, NEBRASKA
a municipal corporation

By: 
Chris Beutler, Mayor of Lincoln

FIRETHORN GOLF COMPANY, L.L.C.,
a Nebraska limited liability company

By: 
Mark A. Wible, Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 17th day of April 2015, by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corpofation.



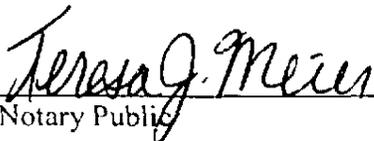

Notary Public

EXHIBIT "1"

A TRACT OF LAND COMPOSED OF A PORTION OF OUTLOT "A", FIRETHORN 17TH ADDITION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 1, FIRETHORN 17TH ADDITION, SAID POINT BEING A WEST CORNER OF OUTLOT "A", FIRETHORN 17TH ADDITION, SAID POINT ALSO BEING ON A NORTHEAST LINE OF OUTLOT "E", FIRETHORN 17TH ADDITION, SAID POINT BEING **THE TRUE POINT OF BEGINNING**; THENCE NORTHERLY ON THE EAST LINE OF SAID LOT 4, SAID LINE BEING A WEST LINE OF SAID OUTLOT "A", ON AN ASSUMED BEARING OF N11°46'20"W, A DISTANCE OF 610.45' TO THE NORTHEAST CORNER OF SAID LOT 4, SAID POINT BEING A SOUTH CORNER OF SAID OUTLOT "A"; THENCE S82°09'31"W, ON A NORTH LINE OF SAID LOT 4, SAID LINE BEING A SOUTH LINE OF SAID OUTLOT "A", A DISTANCE OF 400.00' TO THE NORTHWEST CORNER OF SAID LOT 4, SAID POINT BEING A SOUTH CORNER OF SAID OUTLOT "A"; THENCE N44°44'23"E, A DISTANCE OF 519.31' TO A POINT; THENCE S57°39'59"E, A DISTANCE OF 618.56' TO A POINT; THENCE S05°55'38"W, A DISTANCE OF 823.32' TO A POINT OF INTERSECTION WITH A SOUTHWEST LINE OF SAID OUTLOT "A", SAID POINT BEING ON A NORTHEAST LINE OF SAID OUTLOT "E", SAID POINT ALSO BEING A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 21°47'52", A RADIUS OF 906.62', AN ARC LENGTH OF 344.92' ON A SOUTHWEST LINE OF SAID OUTLOT "A", SAID LINE BEING A NORTHEAST LINE OF SAID OUTLOT "E", A CHORD LENGTH OF 342.84', A TANGENT LENGTH OF 174.57', AND A CHORD BEARING OF N49°06'18"W TO A POINT; THENCE N60°00'14"W, ON A SOUTHWEST LINE OF SAID OUTLOT "A", SAID LINE BEING A NORTHEAST LINE OF SAID OUTLOT "E", A DISTANCE OF 26.79' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 407,237.20 SQUARE FEET OR 9.35 ACRES, MORE or LESS

Project: 013-20831 - City of Meriden's Third Fire Overlap Construction Case Review Map
Date: 01/20/2015 8:24am
User: JRE

