

AN AGREEMENT REGARDING THE ANNEXATION OF SOUTH FORK ESTATES

THIS AGREEMENT is entered into on this 23 day of July, 1992, by and between the CITY OF LINCOLN, NEBRASKA, a municipal corporation, hereinafter referred to as "City", and HAMPTON ENTERPRISES, INC., a Nebraska corporation, hereinafter referred to as "Hampton", and SOUTH FORK ESTATES HOMEOWNERS ASSOCIATION, hereinafter referred to as "Association".

RECITALS

I.

An ordinance accepting and approving the plat of South Fork Estates as an addition located within three miles of the corporate limits of the City of Lincoln was approved by the City Council of the City of Lincoln on April 10, 1989.

II.

A request has been made to annex South Fork Estates into the corporate limits of the City of Lincoln and the City of Lincoln is agreeable to such annexation provided that there is an agreement regarding cost responsibilities for the construction of necessary public water main and public sanitary sewer main construction to serve this property by public sewer and water and to provide adequate fire protection, to define maintenance responsibilities for roadways and ditches, to establish billing methods for wastewater use charges, and other appropriate matters.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, the parties do agree as follows:

1. Annexation by City. The City agrees to annex all of South Fork Estates, located in the Northeast Quarter of Section 16, Township 9 North, Range 7 East of the 6th Principal Meridian, Lancaster County, Nebraska, containing 34.8 acres, more or less.

2. Water Main Extension. Hampton agrees to construct, by executive order construction, a 16-inch water main in 70th Street from South Fork Boulevard north approximately 630 feet to connect to the existing water main at that location. Additionally, Hampton agrees to construct approximately 250 feet of 6-inch water main to be built in South Fork Boulevard west from the proposed 16-inch main extension. The total cost of construction of these water main extensions is estimated to be \$25,000. The City agrees to contribute \$7,500 toward the construction of the 16-inch water main extension in 70th Street in accordance with its standard contribution formula. All other costs of said water main construction shall be assumed by Hampton. In order to guarantee construction of said water mains, Hampton shall post a bond, escrow, or other acceptable security with the City in the amount of \$17,500. Construction of said water main extensions shall be completed not later than one year from the date of this agreement.

3. Sanitary Sewer Extension.

(a) Hampton agrees to construct, by executive order construction, a 30-inch trunk sanitary sewer extending the Beal Slough Trunk Sanitary Sewer System from its existing termination point in South 56th Street at the Beal Slough bridge southeasterly approximately one quarter mile. From this extended 30-inch trunk sewer, a system of 12- and 8-inch sanitary sewers shall be constructed easterly to a point south of Nebraska Highway No. 2 to the vicinity of the existing South Fork Estates Sanitary Sewer Treatment System. Total cost of the extension of the sanitary sewer system as above-described is estimated to be \$150,000. The City agrees to contribute to the construction of the system in the amount of \$62,000, in accordance with its standard contribution formula. All other costs of construction of said sanitary sewer system shall be assumed

by Hampton. Because of the amount of City subsidy being provided, the parties agree that the contract for construction of these sanitary sewer extensions shall be awarded only after competitive bidding in accordance with City procedures. In order to guarantee completion of the above-described sanitary sewer extensions, Hampton shall post a bond, escrow, or other acceptable security with the City in the amount of \$88,000. Construction of the sanitary sewer extensions shall be completed not later than one year from the date of this agreement.

(b) Pursuant to § 24.52.010 of the Lincoln Municipal Code, the City shall establish and file sewer connection fees for those privately-owned properties abutting the sewer extensions required to be constructed under (a) above. At such time as the owner of any such privately-owned property who has not contributed to the construction of the sewer extension seeks to be connected to the sewer, such owner shall be required to pay the connection fee and, if such connection is made within 10 years of the date of this agreement, the City shall pay to Hampton the amount of any connection fees so collected (up to the amount of the cost of installation of an 8-inch sanitary sewer outside the limits of South Fork Estates). The City shall not be liable to Hampton in the event of any failure on its part, by negligence or otherwise, to collect all or any part of the connection fees established hereunder. Notwithstanding the above, no such abutting property shall be permitted to connect to such sewer until the property has been annexed into the corporate limits of the City.

(c) Upon completion of such sanitary sewer extensions and disconnection from the existing sanitary sewage disposal system currently serving South Fork Estates, the City will accept ownership of all sanitary sewer mains in place in South Fork Estates. The City, by this agreement, shall not accept ownership of, or any responsibility for, the existing sanitary sewage disposal system or any

appurtenances thereto (other than the mains) currently serving South Fork Estates.

4. Wastewater Use Billings. It is understood that each of the dwellings located or to be located in South Fork Estates has, or shall be constructed with, an individual water meter, and that wastewater use charges charged by the City of Lincoln are based upon water usage within an established billing cycle. The individual water meters shall be utilized for purposes of determining water usage upon which to compute the wastewater use charges, but it is understood and agreed that the City shall have the right to review the records of the Association relating to its water system and the accuracy of the meters so as to satisfy itself that meter readings are accurate. In the event that any meter is deemed by the City to be inaccurate, the City may require the meters to be inspected or repaired by the Association, and may, if necessary, estimate bills to residential customers for any billing cycle in accordance with its established procedures for estimated or average billings.

5. Connection to City Water System. In the event that, in the future, the community water system currently serving South Fork Estates is connected to the City water system, then and in that event, the City shall be entitled to require the Association and individual property owners, at their own cost and expense, to conform their lawn sprinkling systems, taps, services, and meters to meet the standards of the City. Water mains in place in South Fork Estates as of the date of this agreement will be accepted by the City at such time as South Fork Estates is connected to the City water system.

6. Maintenance Responsibility of Roadways and Ditches.

(a) General maintenance, i.e. mowing and keeping ditches and driveway pipe free of obstructions shall be the responsibility of the adjacent

property owner. This responsibility shall extend to and include that portion of the public right-of-way from the edge of pavement to the right-of-way line.

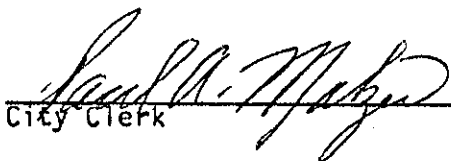
- (b) The only permitted item within the right-of-way shall be a mailbox. This mailbox and mailbox post shall be a minimum of 5 feet from the edge of pavement. Mailbox opening may be 4 feet from the edge of pavement. The mailbox support or standard shall be no larger than 2'x2' by 5.2' high. The mailbox and standard shall only be used for mail purposes and may have street addresses affixed to it. The mailbox turnout shall be paved and maintained by the owner for which it serves. No other fixtures will be allowed, within the public right-of-way, except public street name signs, traffic control signs and public lighting approved by the City.
- (c) Should the adjacent property owner neglect or be negligent in performing the general maintenance of driveway, driveway pipes and ditches that is required, and damages occur to the public roadway or the adjacent property, that property owner shall be responsible for all damages and liabilities that occur.
- (d) When it is determined by the Public Works Department that a driveway pipe or pipes has deteriorated or been damaged to a point that replacement is required, the property owner shall replace said driveway pipe within one week of notification or bear the cost of said replacement.
- (e) The City may require performance of any of the maintenance responsibilities described above by the Association in the event that the property owner fails or refuses to perform.

7. Future Assessment. The parties understand and agree that the paved roads currently existing in South Fork Estates do not meet City street construction design standards. The City is not, as a condition of annexation, requiring the upgrading of such roadways to meet City street construction design standards at the present time. Nevertheless, it is understood and agreed, and the parties hereto recognize, that the City reserves the right to reconstruct such roadways in the future and that any such reconstruction shall be in accordance with then existing City street construction design standards, and that, at the City's option, such reconstruction may be accomplished through an appropriate assessment district with the cost of such reconstruction being assessed against benefitted property owners to the extent of the benefit conferred.

8. This Agreement shall be inure to and be binding upon the parties, their successors and assigns.

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

ATTEST:



City Clerk

CITY OF LINCOLN, NEBRASKA,
a municipal corporation



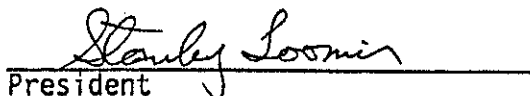
Mike Johanns, Mayor

HAMPTON ENTERPRISES, INC.
a Nebraska corporation



President

SOUTH FORK ESTATES HOMEOWNERS
ASSOCIATION



President

