

AN AGREEMENT
REGARDING THE ANNEXATION OF
LOT 42, I.T., IN THE SE 1/4 OF SECTION 34,
TOWNSHIP 11 NORTH, RANGE 7 EAST OF THE 6TH P.M.,
LANCASTER COUNTY, NEBRASKA

THIS AGREEMENT is entered into as of this _____ day of March, 1993, by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "City," and Allan G. Ensminger and Gladys G. Ensminger, husband and wife, hereinafter referred to as "Owner."

RECITALS

I.

Owner is the owner of Lot 42, an Irregular Tract, located in the Southeast Quarter of Section 34, Township 11 North, Range 7 East of the 6th Principal Meridian, Lancaster County, Nebraska, hereinafter referred to as "Lot 42."

II.

Although Lot 42 is shown in the Comprehensive Plan as part of the future urban area, it is not included within those areas expected to develop within the next one to six years (i.e., Phase 1 short-term growth areas). Rather, Lot 42 is included within that land which could be expected to develop after the short-term growth areas, during the next seven to twenty years, or whenever demand exceeded the supply identified in the near-term areas (i.e., Phase 2 middle-term growth areas).

III.

Public water and sewer mains are not available to serve Lot 42.

IV.

Owner has made a request that the Lot 42 be annexed into the corporate limits of the City of Lincoln, Nebraska, and the City is agreeable to such annexation provided that there is an agreement acknowledging that Lot 42 will not

be served by public sanitary sewer and further providing for adequate fire protection 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 Lot 42, an Irregular Tract, located in the Southeast Quarter of Section 34, Township 11 North, Range 7 East of the 6th Principal Meridian, Lancaster County, Nebraska, containing 19.2 acres, more or less.

2. No Public Sanitary Sewer. Owner understands and acknowledges that Lot 42 is not presently serviceable by the City's public sanitary sewer system. Owner further understands and acknowledges that since Lot 42 is not within the Phase 1 short-term growth areas of the Comprehensive Plan, the City does not intend to extend its public sanitary sewer system to serve Lot 42 within the next one to six years. Owner certifies that Owner does not desire nor need the City's public sanitary sewer system to be extended to serve Lot 42 and agrees that after annexation of Lot 42 into the corporate limits of the City of Lincoln, Owner will not request the City to extend its public sanitary sewer system to serve Lot 42.

3. Water Main Extension. Owner understands and acknowledges that Lot 42 is not presently serviceable by the City's public water system. Owner further understands and acknowledges that since Lot 42 is not within the Phase 1 short-term growth areas of the Comprehensive Plan, the City does not intend to extend its public water system to serve Lot 42 within the next one to six years. Owner further understands and acknowledges that without the public water system being extended to serve Lot 42, the City cannot provide fire protection to Lot 42.

Owner, therefore, agrees to construct by executive order construction 16-inch water mains to provide water service to the property. The 16-inch water main shall be constructed in Fletcher Street from the existing water main at 84th

Street west approximately 800 feet. The total cost of construction of the water main extension is estimated to be \$24,000, and the actual cost of design and construction shall be paid by Owner pursuant to the Mayor's executive order, provided that the City agrees to contribute \$6,400 toward construction of the 16-inch water main extension in Fletcher Street in accordance with its standard construction formulas. In order to guarantee construction of said water main, the Owner shall post a bond, escrow, or other acceptable security, with the City in the amount of \$24,000. Construction of said water main extension shall be completed not later than one year from the date of this Agreement.

4. Future Annexation. No privately owned property abutting the water main extension shall be permitted to connect to such water main extension until such privately owned property has been annexed into the corporate limits of the City of Lincoln.

5. Potential Future Assessment. The City is not, as a condition of annexation, requiring the extension of sanitary sewer mains to serve Lot 42 at the present time. Nevertheless, it is understood and agreed, and the parties hereto recognize, that the City reserves the right to extend such mains in the future and that any such extension shall be in accordance with then existing City sanitary sewer construction design standards, and that, at the City's option, such construction may be accomplished through an appropriate assessment district with the cost of such construction being assessed against benefitted property owners to the extent of the benefit conferred.

6. Binding. This Agreement shall inure to and be binding upon the City and its successors and assigns and is for the benefit of the Owner of Lot 42 and shall inure to and shall run with the title of such real estate of land and subdivision thereof and shall bind the respective successors and assigns in interest of the present Owner thereof.

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

ATTEST:

CITY OF LINCOLN, NEBRASKA,
A Municipal Corporation

City Clerk

Mike Johanns, Mayor

Allan G. Ensminger

Gladys G. Ensminger

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 19____, by Mike Johanns, Mayor of the City of Lincoln, Nebraska, a municipal corporation.

Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 19____, by Allan G. Ensminger, a married person.

Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by Gladys G. Ensminger, a married person.

Notary Public