

CONDITIONAL
ANNEXATION AND ZONING AGREEMENT
FOR SOUTH RIDGE

THIS AGREEMENT is made and entered into on this 14th day of February, 1994, by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "City," and Ridge Development Limited Partnership, a Nebraska limited partnership ("Ridge"), Lincoln Memorial Park Cemetery Association, a Nebraska corporation ("Lincoln Memorial"), Zermatt Equity Corporation, a Nebraska corporation ("Zermatt"), R. C. Krueger Development Company, Inc., a Nebraska corporation ("Krueger"), and Robert A. Witt, a married person and Paul K. Witt, a single person (successor in interest to Helen M. Witt and are collectively referred herein as "Witt"). Ridge, Lincoln Memorial, Zermatt, Krueger and Witt are all hereinafter collectively referred to as "Property Owners."

RECITALS

A.

The Property Owners have submitted to the City a proposed subarea plan for certain properties generally located along Pine Lake Road, between 10th Street and 33rd Street. The Property Owners have requested that the City annex and rezone certain property generally located along Pine Lake Road, between 19th Street and 33rd Street ("East Area") which is shown on Attachment "A". It is anticipated that the balance of the area generally located between 10th and the west boundary of the annexed property ("West Area") will be requested by Lincoln Memorial and/or other property owners to be annexed and rezoned at a later date(s).

B.

The City is willing to amend its 1985 Comprehensive Plan, as amended, to designate the West Area and East Area as "Green" Phase 1 (1 to 6 years). The City is willing to approve such annexation and rezoning for the East Area provided that the necessary municipal infrastructure improvements are constructed in a timely manner to serve and properly accommodate the area of the proposed annexation and the uses under the proposed zoning.

C.

The City and the Property Owners recognize that the City does not currently have sufficient funds to devote to this area to provide for the construction of all necessary municipal infrastructure improvements and recognize that, in order to support a current Comprehensive Plan amendment, annexation and rezoning of the properties as requested by the Property Owners, it is necessary that the property owners assume cost responsibility for various portions of the necessary municipal infrastructure improvements. The parties are entering into this Agreement for the purpose of providing for the construction of the municipal infrastructure improvements necessary for the area of the proposed Comprehensive Plan amendment, annexation and rezoning and for the allocation of cost responsibilities for such municipal infrastructure between the City and the Property Owners.

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

I.

COMPREHENSIVE PLAN AMENDMENT, ANNEXATION AND REZONING

The City Council of the City, concurrently with the approval of this Agreement, is amending its 1985 Comprehensive Plan, as amended, to designate the West Area and East Area as "Green" Phase 1 (1 to 6 years) as shown on Attachment "AA", which is attached hereto and made a part hereof by reference. The City Council of the City, concurrently with approval of this Agreement, is annexing the property which is described in Attachment "A", which is attached hereto made a part hereof by reference. The City Council of the City is also approving changes to the Lincoln zoning district maps as follows:

a. The property described on Attachment "B", which is attached hereto and made a part hereof by reference, is being changed from AG and R-1 to R-1.

b. The property described on Attachment "C", which is attached hereto and made a part hereof by reference, is being changed from AG and R-1 to P.

c. The property described on Attachment "D", which is attached hereto and made a part hereof by reference, is being changed from AG to R-3.

d. The property described on Attachment "E", which is attached hereto and made a part hereof by reference, is being changed from AG and R-1 to O-3.

e. The property described on Attachment "F", which is attached hereto and made a part hereof by reference, is being changed from AG and R-1 to B-2.

f. The property described on Attachment "G", which is attached hereto and made a part hereof by reference, is being changed from AG to R-T.

g. The property described on Attachment "H", which is attached hereto and made a part hereof by reference, is being changed from AG and B-5 to B-5.

h. The property described on Attachment "I", which is attached hereto and made a part hereof by reference, is being changed from B-5 to R-3.

i. The property described on Attachment "J", which is attached hereto and made a part hereof by reference, is being changed from AG to H-4.

j. The property described on Attachment "K", which is attached hereto and made a part hereof by reference, is being changed from AG to O-3.

k. The property described on Attachment "L", which is attached hereto and made a part hereof by reference, is being changed from B-5 to O-3.

l. The property described on Attachment "M", which is attached hereto and made a part hereof by reference, is being changed from AG to R-3.

Said annexation and zoning approvals are conditional upon the terms, conditions, and understandings as set forth in this Agreement being fulfilled. The parties understand and agree that, notwithstanding the conditional nature of such zoning approvals hereto the City Council, on its own motion or at the request of any party hereto, may, in the exercise of its lawful legislative authority: (i) amend or adopt any subarea plan or the Comprehensive Plan, (ii) change the municipal corporate boundaries, (iii) rezone, or revise the zoning designations applicable to, the properties described in Attachments "B" through "M", or (iv) approve or amend plats, dedications, use permits, special permits,

developments, community unit plans, building permits or other land use controls, as future circumstances may warrant.

II.

NECESSARY MUNICIPAL INFRASTRUCTURE IMPROVEMENTS

The City and the Property Owners covenant and agree that the following are the initial municipal infrastructure improvements necessary, to promote the general health and welfare of the City, and to relieve potential traffic congestion in the area. For purposes of this Agreement, the words and phrases "cost" or "entire cost" of a type of improvement shall be deemed to include all construction costs, engineering fees, attorney's fees, testing expenses, publication costs, financing costs, and related miscellaneous costs.

(a) Sanitary Sewers.

1. Sewers to be Constructed. An anticipated 48-inch diameter trunk sanitary sewer, approximately 8,000 linear feet in length, will be constructed by the City at its cost south from the terminus of the City's existing 24-inch sanitary sewer located at approximately Burlington Railroad line and Old Cheney Road. An anticipated 24-inch outlet sanitary sewer, approximately 3,200 linear feet in length, and an anticipated 18-inch outlet sanitary sewer, approximately 1,500 linear feet in length to Pine Lake Road abutting Scott Middle School Side, will be constructed by the City at its cost to provide sewer service to the East Area and to provide potential sewer service to the West Area, subject to the City annexing the West Area at a later date(s). All such sanitary sewers are generally shown on Attachment "N", which is attached hereto and made of part hereof by reference.

2. Property Owners' Cost Responsibility for Sewers. To defray the City's cost of the sanitary sewer construction described above, the Property Owners shall contribute to the City the amount of Two Hundred Thirty-Three Thousand Dollars (\$233,000). Additionally, the Property Owners shall acquire all temporary and permanent nonexclusive easements necessary for the construction and operation of the above-described sanitary sewers at their own cost and convey the same, or cause the same to be conveyed, to the City at no cost to the City. The permanent easements must provide the City the right to construct, reconstruct, repair, operate, maintain, and replace all mains, pipes, manholes, and appurtenances thereto, must prohibit the construction of any buildings on top of the permanent easement areas, and shall be free and clear of any and all mortgages, deeds of trust, or other liens or claims of ownership of any other person. The description of all temporary and permanent easements shall be approved by the City Engineer prior to conveyance to the City.

3. City's Cost Responsibilities for Sewers. The City agrees to transfer the necessary funds in its Capital Improvement Program to fund the above-described sanitary sewers. The City agrees to transfer Seven Hundred Thousand Dollars (\$700,000) in its 1993/1994 Capital Improvement Program for the construction of the trunk and outlet sanitary sewers to serve South Ridge, and thereafter to propose Six Hundred Thousand Dollars (\$600,000) in Capital Improvement funds in the 1994/1995 Capital Improvement Program for said project and the balance sum (which is estimated to be Six Hundred Thousand Dollars (\$600,000) in the 1995/1996 Capital Improvement Program for said project.

4. Responsibility for Completion of Work. The City will cause the above-described sanitary sewers to be constructed as a city project and will be

responsible for design, bidding, and construction oversight of said project. Property Owners shall be responsible for acquisition of easements, except as hereinafter provided. The City agrees to use its best efforts to complete the above-described sanitary sewer by June, 1996.

(b) Water Mains.

1. Water Mains to be Constructed. The following water mains must be constructed in order to serve the annexed area:

A. A 24-inch ductile iron pipe water main in Pine Lake Road from 27th Street east to the existing 24-inch main. (Estimated cost - \$120,000)

B. A 16-inch ductile iron pipe water main in 27th Street from Pine Lake Road to approximately the southern limits of Southern Hills Subdivision. (Estimated cost - \$60,000)

C. A 24-inch ductile iron pipe water main extending from 27th Street to the west boundary of the Scott Middle School site in Pine Lake Road. (Estimated cost - \$210,000).

D. A 24-inch ductile iron pipe water main from the west boundary of the Scott Middle School site to 14th Street in Pine Lake Road and a 16-inch ductile iron pipe water main in 14th Street from Pine Lake Road north to the southerly limits of Thunderbird Estates. (Estimated cost - \$210,000).

2. Property Owners' Cost Responsibility for Water Mains. The water mains described in (b)1A and (b)1B above shall be constructed by the Property Owners at their cost. Additionally, to defray City's the cost of construction of the water mains described in (b)1C and (b)1D above, the Property Owners shall contribute Ninety Thousand Dollars (\$90,000) and Fifty Thousand Dollars (\$50,000) toward said projects, respectively.

3. City's Cost Responsibility for Water Mains. The water mains described in (b)1C and (b)1D above shall be constructed by the City at its cost, subject to the Property Owners contribution as described above. The City will propose in its Capital Improvement Program in 1995/96 the construction of the water main described in (b)1C above and shall propose in its Capital Improvement Program in 1997/98 the water mains described in (b)1D above.

4. Responsibility for Completion of Work. The Property Owners shall construct or cause to be constructed the water mains described in (b)1A and (b)1B above under the authority of an executive order issued by the Mayor of the City of Lincoln. The Property Owners agree to use their best efforts to complete the above-described water mains by no later than October, 1995. The City will cause the water mains described in (b)1C and (b)1D above to be constructed as City projects and will be responsible for design, bidding, and construction oversight of said projects. The City agrees to use its best efforts to complete the above-described water main described in (b)1C by no later than June, 1996. The City agrees to use its best efforts complete the above-described water main described in (b)1D by no later than August, 1998.

(c) Streets.

1. Right-of-Way Dedications and Street Improvements. The following right-of-way dedications and street improvements shall be completed:

A. Pine Lake Road will be relocated southward from approximately 32nd Street to the east boundary of Lincoln Memorial (approximately 19th Street) as shown on Attachment "N". The Property Owners have conveyed to Lancaster County, the right-of-way 100 feet in width for relocated Pine Lake Road between 14th Street and 27th Street. The Property Owners will convey to the

City, at no cost to the City, right-of-way from 27th Street to 30th Street 100 feet in width for relocated Pine Lake Road by no later than June 1, 1994. In consideration of the conveyance of said new right-of-way for Pine Lake Road to the City, the City agrees to vacate the then unneeded portion of the existing Pine Lake Road right-of-way, as appropriate, from 32nd Street to 27th Street, only after the new Pine Lake Road and 27th Street alignment is open to traffic, and convey the same without reservation of any easement to Zermatt at no cost; provided, however, any required utility relocations shall be at the Property Owners expense.

B. In addition to the 100 foot right-of-way dedication for relocated Pine Lake Road, the Property Owners shall also dedicate sufficient additional right-of-way along the south side of Pine Lake Road and the east side of 27th Street adjacent to the property proposed to be zoned H-4 as legally described in Attachment "J" and O-3 as legally described in Attachment "K" hereof by no later than June 1, 1994, to provide a 60-foot right-of-way measured from the centerline of both South 27th Street and Pine Lake Road to the abutting property line of the H-4 and O-3 zoned property. Furthermore, the Property Owners agree that additional dedications of right-of-way, as shown on Attachment "O", for Pine Lake Road and South 27th Street adjacent to the properties which are the subject of this Agreement (except the property being zoned H-4) may be required by the City in conjunction with the granting of use permits for said properties; it being understood and agreed that the City may consider the property which is the subject of this Agreement as a unified development and shall not be required to justify individual dedication in relation to specific uses being proposed upon individual parcels. The City agrees that any additional

dedications of right-of-way, as shown on Attachment "O" shall not prevent the abutting Property Owners from seeking a corresponding waiver of the front yard setback requirement. This provision shall survive termination as contemplated in Article XIV.

No building permit shall be issued for any use upon the property to be zoned H-4 as identified in Attachment "J" until a traffic impact study has been completed at the cost of Krueger and approved by the City's Transportation Department; provided that building permits may be issued for temporary building(s) for construction purposes before the traffic impact study has been completed and approved. Krueger agrees to fund all road improvements or portions thereof identified in such study as reasonably necessary because of the building permit activity at Krueger's own cost and expense; provided, however, if Krueger and the City's Transportation Department disagree as to which improvements are reasonably necessary, Krueger may request the City Council of the City to review and determine which improvements are reasonably necessary.

C. The relocated Pine Lake Road from 14th Street to approximately 32nd Street, as well as the required extension of South 27th Street south to connect to relocated Pine Lake Road, shall be graded to urban standards for a five-lane cross section. The north half (26 feet wide) of Pine Lake Road from the west boundary of the annexed properties to approximately 32nd Street and the east half of the extension of South 27th Street shall be paved to urban standard. The City agrees to use best efforts to complete by no later than October, 1995 the pavement of Pine Lake Road from 27th Street to approximately 32nd Street, as well as the required extension of South 27th Street south to connect to the relocated Pine Lake Road. The City agrees to use best efforts to

complete by no later than June, 1996 the pavement of Pine Lake Road from the west boundary of the annexed properties to 27th Street. The Property Owners agree to complete the gradings of the above described streets by no later than nine months prior to the date that the corresponding street pavement is to be completed. The existing asphalt section of South 27th Street north of existing Pine Lake Road, currently paved to rural standards, may at Property Owners election, (i) remain in place, but only until a use permit for the property zoned B-5 Planned Regional Business District is approved by the City Council or (ii) graded to urban standards for a five-lane cross section with the east half of South 27th Street paved to urban standards and become part of the required extension of South 27th Street south to connect to relocated Pine Lake Road.

D. A temporary rock/gravel roadway shall be constructed in the south half of Pine Lake Road from 27th Street west to the site of the Scott Middle School, which rock/gravel construction shall be completed not later than June 30, 1994 and such roadway shall be maintained until such time as the Pine Lake Road paving described above is completed in that area.

E. Pine Lake Road from 14th Street east to the urban paving on the west boundary of the annexed properties (approximately 19th Street) shall be paved to county rural standards as described in the Agreement dated February 2, 1994 between the County of Lancaster, Nebraska, City and the Property Owners. The Property Owners agree to use best efforts to cause the completion of Pine Lake Road from 14th Street to approximately 19th Street by no later than June, 1996.

F. The Property Owners shall (i) grade or cause to be graded the roadways described in (c)1C above and (ii) construct the temporary

rock/gravel roadway described in (c)1D above under the authority of an executive order issued by the Mayor of the City of Lincoln. If the Property Owners fail to perform any of the above work described in this paragraph F and (c)1E above in a timely fashion, the City may perform the work, or cause the work to be performed, and recover the cost thereof from the Property Owners.

2. Cost Responsibilities for Paving.

A. The City shall use its best and reasonable efforts to propose to the City Council the creation of a paving district(s) to accomplish the urban standard paving described in (c)1C. Upon creation of such special improvement district(s), the Property Owners must provide petitions sufficient to order construction of said paving district(s) and, in particular, must obtain a formal paving petition requesting such paving from Lancaster County School District 001 a/k/a Lincoln Public Schools for their frontage within the proposed district. The Property Owners shall not object to the City's levying of assessments against their properties within the district(s) for the cost of construction of the paving district, and shall pay all assessments so levied as they become due and payable.

In the event that the City Council does not create such special assessment district(s) or in the event such district(s) is not ordered constructed in a timely manner, the Property Owners shall, at their own cost and expense, construct or cause to be constructed such paving and grading under the authority of an executive order issued by the Mayor of the City of Lincoln. Furthermore, in the event that any assessments levied against benefitted properties for such paving district, if created, are challenged and are for any reason declared to be void, illegal, in excess of benefits, or otherwise

unenforceable, then the Property Owners, jointly and severally, agree to pay to the City, in full, an amount equal to the amount of the assessment so declared to be void, illegal, in excess of benefits, or otherwise unenforceable.

B. The Property Owners shall, at their own cost, perform the construction work described in (c)1D and (c)1E above.

(d) Sidewalks.

Sidewalks shall be constructed (or in lieu thereof, a bond, escrow or security agreement, approved by City Attorney shall be posted to insure such construction) along both sides of Pine Lake Road and 27th Street concurrent with adjacent development. However, the Property Owners shall use their best efforts to complete the sidewalks on both sides of Pine Lake Road from 27th Street to 32nd Street, on the north side of Pine Lake Road from 27th Street to the site of Scott Middle School, and on the east side of 27th Street from Pine Lake Road north to the north limits of the annexed area prior to the opening of Scott Middle School in August of 1996. All sidewalks shall be constructed at the cost of the Property Owners, and the City does not agree that any portion thereof can be constructed or included within any paving or other assessment district.

(e) Parks.

1. The Property Owners shall acquire on behalf of the City five acres of park land in the immediate vicinity of the annexed property at their own cost. Such property obtained by voluntary negotiations shall be conveyed to the City by warranty deed. Property Owners shall provide to the City marketable title to said property free and clear of all liens, taxes, or assessments, and free of any encumbrances which would, in the opinion of the City's Director of Parks and Recreation (hereinafter referred to as "the Director"), adversely

affect the use of the property for park purposes but subject to tenants in possession whose tenancy is one year or less in duration and further subject to a deed restriction prohibiting lights for recreational activities at night provided that lights for parking areas, shelters, pedestrian walks and trails shall be permitted. Said five-acre site shall be one which is acceptable to the Director. The Director shall identify not less than three sites which he deems acceptable for a neighborhood park and shall transmit that information to the Property Owners. Acquisition of said park property shall be commenced as soon as reasonably possible and shall be completed not later than the date for issuance of building permits for any development in the annexed property; provided that, this restriction on building permit issuance shall not apply to Scott Middle School or to the R-3 property described on Attachment "I". The City may, at its own cost, elect to acquire five additional acres as part of the same park site, in which event, it shall so notify the Property Owners who shall be authorized to negotiate on behalf of the City for the additional five acres.

2. The Property Owners shall dedicate a nonexclusive easement for a public hiker/biker trail extending from the Lincoln Memorial Park Cemetery property to the site of the Scott Middle School along Pine Lake Road, thence from the Scott Middle School along Pine Lake Road through the proposed outlots across 27th Street and along the southern boundary of Southern Hills and the proposed R-3 zoning to Gettysburg Addition, all as generally shown on Attachment "P", which is attached hereto and made a part hereof by reference. The easement to be dedicated shall be 20 feet in width and shall be allowed in the required

yard setback areas of a R-1, O-3, B-2 and B-5 zoned properties. The location of the trail above described is recognized to be general and may be adjusted through mutual agreement between the City and the Property Owners. The dedication shall be made at no cost to the City and shall be free and clear of all liens, taxes, and assessments, and free of any encumbrances, which would, in the opinion of the Director, adversely affect the use of the property for trail purposes and subject to tenants in possession whose tenancy is one year or less in duration. The City will not require the property owners to construct such trail improvements as part of a preliminary plat or final plat, and further, if the property owners acquire five acres of park land in addition and contiguous to the five acres required under subparagraph 1, then the City will also not require the property owners to construct such trail improvements as part of a use permit, special permit, community unit plan, planned unit development, or comprehensive plan amendment. Until said trail improvements are constructed on the easement area, the Property Owners are entitled to farm the easement areas.

3. As the East and West Area develops in future, the City agrees to recognize the significant park and trail contributions described above in determining future park needs of future developments in the East and West Area.

III. EMINENT DOMAIN

Notwithstanding the responsibility of the Property Owners to acquire easements, rights-of-way, or park property as above described, in the event that the Property Owners are unsuccessful in acquiring the required easements, rights-of-way, or park property by negotiation by March 31, 1994, the City agrees to exercise its power of eminent domain to acquire such easements, rights-of-way, or park property, but in that event, the Property Owners agree to reimburse the City for all costs incurred by it in effecting such acquisitions through

condemnation including, but not limited to, the amount of any condemnation award, court costs, expert witness fees, testing fees, and interest but excluding City staff time and compensation.

IV.

SECURITY

Immediately upon execution of this Agreement, the Property Owners shall provide to the City the following:

- a. Payment of \$373,000 in cash representing the cash contributions to be made by the Property Owners for the construction of water mains and sewer mains by the City as described in Sections II(a) and II(b) of this Agreement; and
- b. A bond, escrow, or other security agreement, approved by the City Attorney, in the amount of \$180,000 to insure construction of the water mains by the Property Owners as described in Sections II(b)1A and II(b)1B of this Agreement.

V.

CONSTRUCTION STANDARDS

All construction of required municipal infrastructure improvements shall be completed in accordance with the City of Lincoln's standard specifications for municipal construction which are on file in the Office of the City Engineer and shall be subject to inspection and approval by the City Engineer.

VI.

FUTURE COST RESPONSIBILITIES

It is understood and agreed between the parties that the provision of the above-described municipal infrastructure improvements and the allocation

of cost responsibilities therefor in no way limit the right of the City to impose reasonable conditions or to require reasonable additional dedications, contributions, or construction in conjunction with the approval of future zoning requests, plats and dedications, use permits, special permits, planned unit developments, or community unit plans incorporating therein the property or any portion thereof which has been subject to annexation or rezoning in conjunction with this Agreement. Such future dedications, contributions and construction may include, but shall not be limited to, local sewers, water mains, paving, trails, detention ponds, storm sewers, or transportation improvements relating to commercial development, including necessary street widening, traffic signals and added turn lanes necessitated, in the opinion of the City, by major commercial development in the area.

VI.

DEFAULT

The parties agree that the rezoning of the property referred to in Attachments "B" through "M" promote the public health, safety and welfare so long as the property owners fulfill all of the conditions and responsibilities set forth in this Agreement. In the event that the property owners default in fulfilling any of the covenants or responsibilities as set forth in this Agreement, the City may, in the exercise of its legislative authority rezone said property to the previous zoning designations or such other zoning designations as the City may deem appropriate under the then existing circumstances.

VII.

NOTICES

Any notice hereunder shall be given in writing to the party for whom it is intended, in person or by certified mail, at the following addresses or such future addresses as may be designated in writing:

City of Lincoln, Nebraska
Attn: Public Works Director
555 South 10th Street
Lincoln, NE 68508

Property Owners:
Cline, Williams, Wright,
Johnson & Oldfather
Attn: Kent Seacrest
1900 First Tier Bank Bldg.
Lincoln, NE 68508

With a copy to:

City Clerk
555 South 10th Street
Lincoln, NE 68508

VIII.

BINDING EFFECT

This Agreement shall run with the land and shall be binding upon and inure to the benefit and burden of the successor and assigns of the respective parties.

IX.

AMENDMENTS

This Agreement may only be amended or modified in writing signed by the parties hereto.

X.

FURTHER ASSURANCES

The parties agree to use their best and reasonable efforts to successfully carry out and complete each task, covenant, and obligation as stated herein. The parties shall cooperate in good faith with the others and shall do

(c) completion of the streets and levying of the assessments as described in II(c);

(d) construction and payment of the sidewalks described in II(d) to be completed prior to the opening of Scott Middle School;

(e) the City's acceptance of the park land and trail easements described in II(e);

(f) completion of the traffic impact study and funding of the resulting reasonably necessary road improvements as described in II(c)B above.

XV.

WEST AREA

The Property Owners and City anticipate that the West Area (generally located between 10th and 19th Streets) or portions thereof, will be annexed and rezoned at a later date. The undersigned parties recognize and understand as part of this Agreement that the Property Owners and City are contributing the cost of certain public infrastructure improvements to provide for a possible annexation of the West Area or portions thereof at a later date and to allow the West Area to be designated in the 1985 Comprehensive Plan amendment as "Green" Phase 1 (1 to 6 years) as shown on Attachment "AA", including but not limited to:

(a) the sanitary sewer described in II(a) above which upon completion will cause the West Area to have potential access to City sanitary sewer upon annexation;

(b) the water mains described in II(b) above, including but not limited to the 24-inch main from 19th Street to 14th Street in Pine Lake Road and the 16-inch main in 14th Street from Pine Lake Road north to southerly limits of

Thunderbird Estates as described above, which upon completion will cause the West Area to have access to City water upon annexation; and

(c) the parks and trails described in II(e) above, which along with Densmore Park and Wilderness Park, will cause the West Area to have park services to permit annexation.

(d) no connection fee shall be charged for connection to any of the utilities being constructed and funded under the Agreement adjacent to the Lincoln Memorial Park Cemetery property.

This Article shall terminate upon the annexation by the City of the properties described in Attachment "Q" which is incorporated herein by this reference.

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

ATTEST:

THE CITY OF LINCOLN, NEBRASKA
A Municipal Corporation

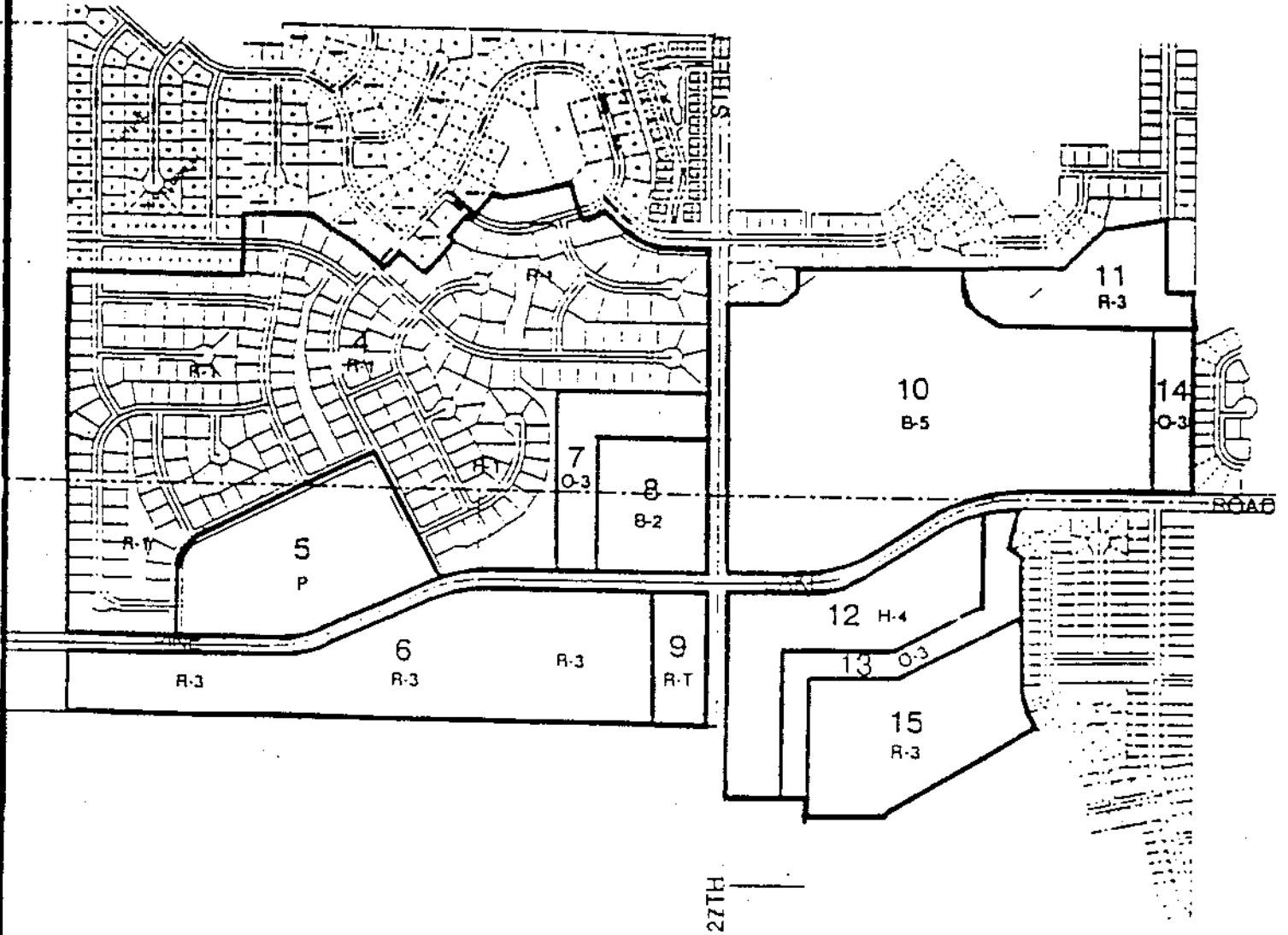
Jean E. Ross, Deputy
City Clerk

By: [Signature]
Mike Johanns, Mayor

RIDGE DEVELOPMENT LIMITED PARTNERSHIP,
a Nebraska limited partnership

By: [Signature]
General Partner

SOUTH RIDGE

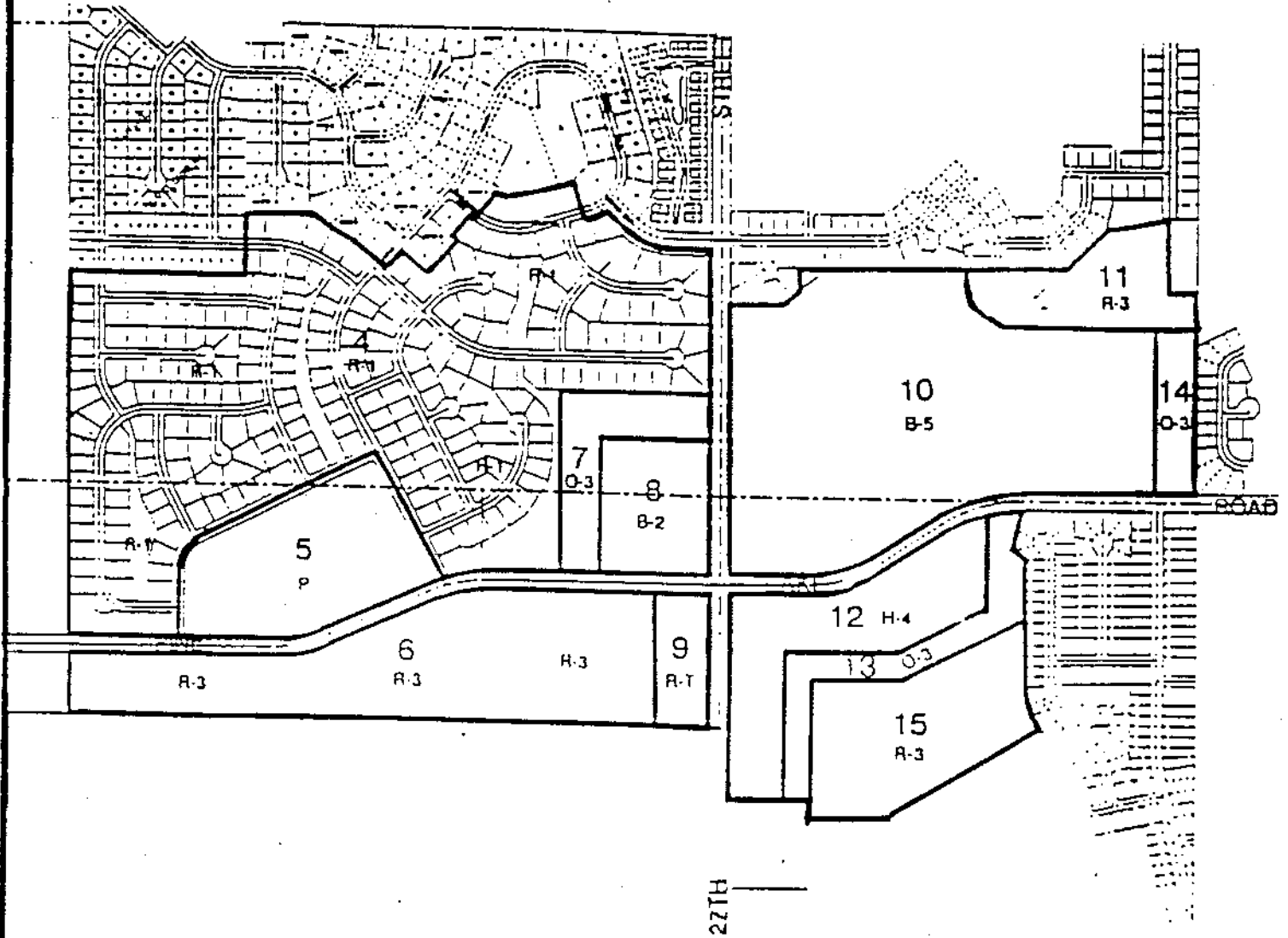


**ZONING
TRACT 6
LEGAL DESCRIPTION**

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 33 I.T., AND A PORTION OF LOT 36 I.T., ALL LOCATED IN THE NORTH HALF OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH PM LANCASTER, COUNTY NEBRASKA, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF SAID LOT 33 I.T., THENCE NORTH 89 DEGREES 32 MINUTES 10 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 33 I.T. A DISTANCE OF 278.13 FEET TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING NORTH 89 DEGREES 36 MINUTES 35 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 33 I.T. AND LOT 36 I.T. A DISTANCE OF 2311.15 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF SAID SECTION 24, THENCE NORTH 89 DEGREES 37 MINUTES 19 SECONDS WEST, ALONG THE SOUTH LINE OF LOT 36 I.T. A DISTANCE OF 967.51 FEET TO A POINT, THENCE NORTH 0 DEGREES 11 MINUTES 53 SECONDS WEST, A DISTANCE OF 349.67 FEET TO A POINT ON THE SOUTH R.O.W. LINE OF PINE LAKE ROAD, THENCE SOUTH 89 DEGREES 36 MINUTES 36 SECONDS EAST ALONG THE SOUTH R.O.W. LINE OF PINE LAKE ROAD, A DISTANCE OF 1059.60 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 26 DEGREES 04 MINUTES 54 SECONDS, AN ARC DISTANCE OF 477.86 FEET, A RADIUS OF 1050.00 FEET, AND A CHORD OF NORTH 77 DEGREES 20 MINUTES 57 SECONDS EAST, A DISTANCE OF 473.86 FEET TO A POINT, THENCE NORTH 64 DEGREES 18 MINUTES 30 SECONDS EAST, A DISTANCE OF 480.64 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 25 DEGREES 39 MINUTES 06 SECONDS, AN ARC DISTANCE OF 425.32 FEET, A RADIUS OF 950.00 FEET, AND A CHORD OF NORTH 77 DEGREES 08 MINUTES 03 SECONDS EAST, A DISTANCE OF 421.78 FEET TO A POINT, THENCE NORTH 89 DEGREES 57 MINUTES 36 SECONDS EAST, A DISTANCE OF 913.02 FEET TO A POINT, THENCE SOUTH 0 DEGREES 02 MINUTES 24 SECONDS EAST, A DISTANCE OF 771.28 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 41.18 ACRES MORE OR LESS.

SOUTH RIDGE

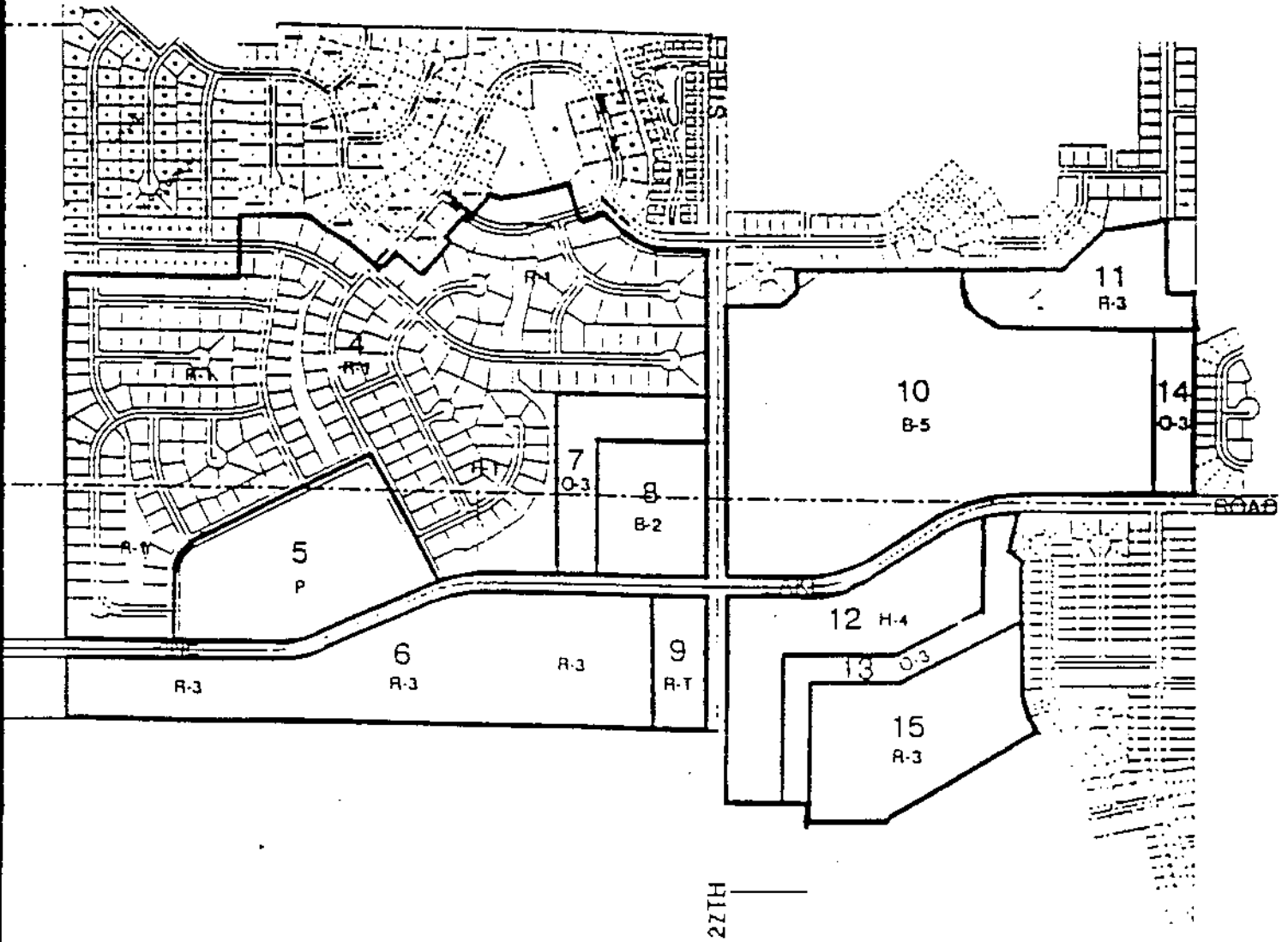


ZONING
TRACT 7
LEGAL DESCRIPTION

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 50 I.T., LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 9 NORTH, RANGE 6 EAST, AND A PORTION OF LOT 33 I.T., LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 6 EAST, AND A PORTION OF PINE LAKE ROAD R.O.W., OF THE 6TH PM LANCASTER COUNTY NEBRASKA, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF LOT 44 I.T., SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING, THENCE SOUTH 0 DEGREES 01 MINUTES 36 SECONDS WEST, ALONG THE WEST LINE OF SOUTH 27TH STREET A DISTANCE OF 216.50 FEET TO A POINT, THENCE NORTH 89 DEGREES 58 MINUTES 24 SECONDS WEST, A DISTANCE OF 634.84 FEET TO A POINT, THENCE SOUTH 0 DEGREES 20 MINUTES 04 SECONDS EAST, A DISTANCE OF 825.31 FEET TO A POINT, THENCE SOUTH 89 DEGREES 57 MINUTES 36 SECONDS WEST, A DISTANCE OF 215.37 FEET TO A POINT, THENCE NORTH 0 DEGREES 01 MINUTES 36 SECONDS EAST, A DISTANCE OF 1042.04 FEET TO THE SOUTHWEST CORNER OF SAID LOT 44 I.T., THENCE SOUTH 89 DEGREES 58 MINUTES 24 SECONDS EAST, ALONG THE SOUTH LINE OF LOT 44 I.T. A DISTANCE OF 845.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 8.23 ACRES MORE OR LESS.

SOUTH RIDGE

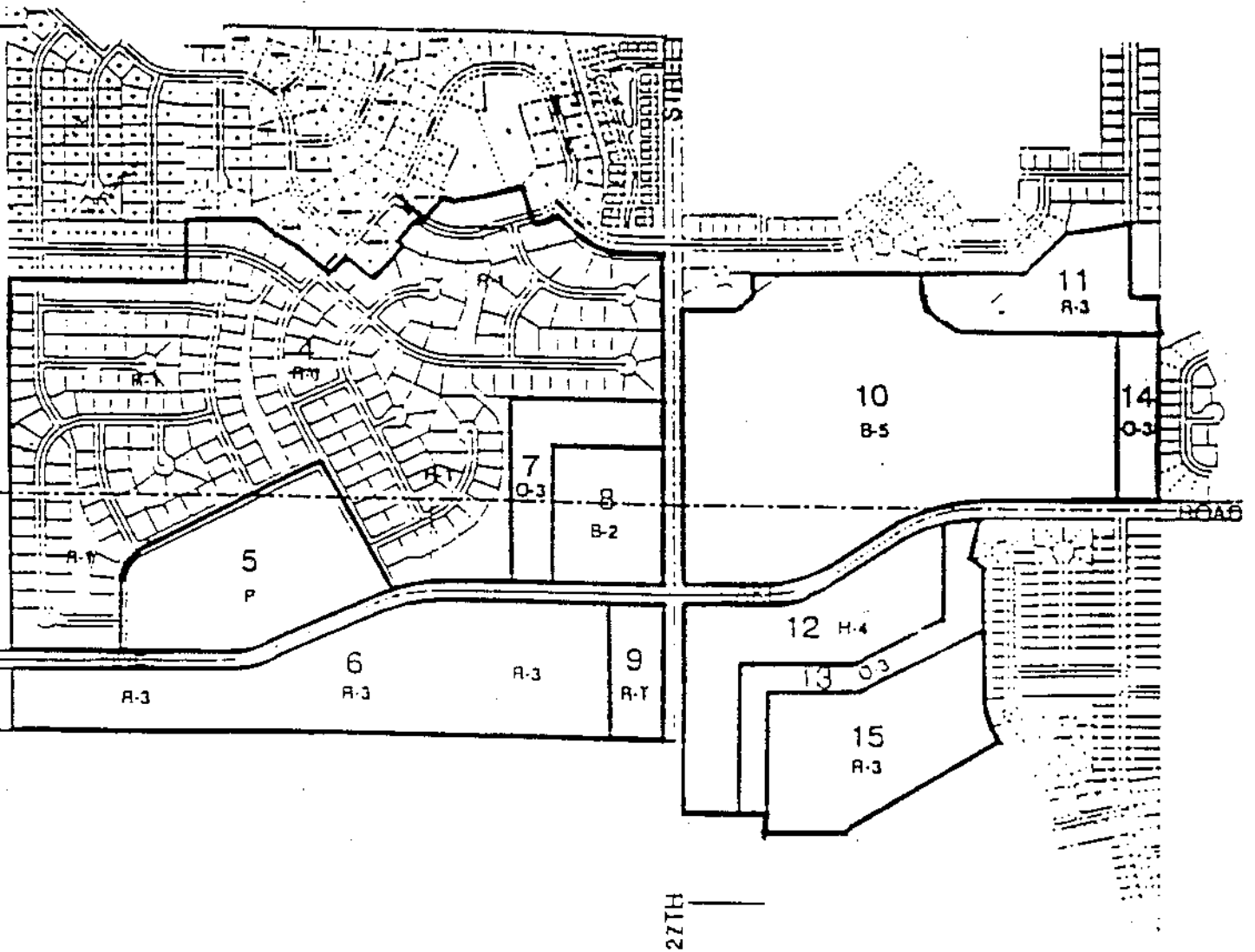


ZONING
TRACT 8
LEGAL DESCRIPTION

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 50 I.T. LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 9 NORTH, RANGE 6 EAST, ALSO A PORTION OF LOT 33 I.T., LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 6 EAST, AND A PORTION OF PINE LAKE ROAD R.O.W., OF THE 6TH PM LANCASTER COUNTY NEBRASKA, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF LOT 44 I.T., THENCE SOUTH 0 DEGREES 01 MINUTES 36 SECONDS WEST, ALONG THE WEST R.O.W. LINE OF SOUTH 27TH STREET A DISTANCE OF 216.50 FEET TO THE TRUE POINT OF BEGINNING, THENCE SOUTH 0 DEGREES 01 MINUTES 36 SECONDS WEST, ALONG THE WEST R.O.W. LINE OF SOUTH 27TH STREET A DISTANCE OF 374.12 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 13, THENCE SOUTH 0 DEGREES 38 MINUTES 03 SECONDS EAST, ALONG THE WEST R.O.W. LINE OF SOUTH 27TH STREET A DISTANCE OF 450.46 FEET TO A POINT, THENCE SOUTH 89 DEGREES 57 MINUTES 36 SECONDS WEST, A DISTANCE OF 634.83 FEET TO A POINT, THENCE NORTH 0 DEGREES 20 MINUTES 04 SECONDS WEST, A DISTANCE OF 825.31 FEET TO A POINT, THENCE SOUTH 89 DEGREES 58 MINUTES 24 SECONDS EAST, A DISTANCE OF 634.84 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 12.00 ACRES MORE OR LESS.

SOUTH RIDGE

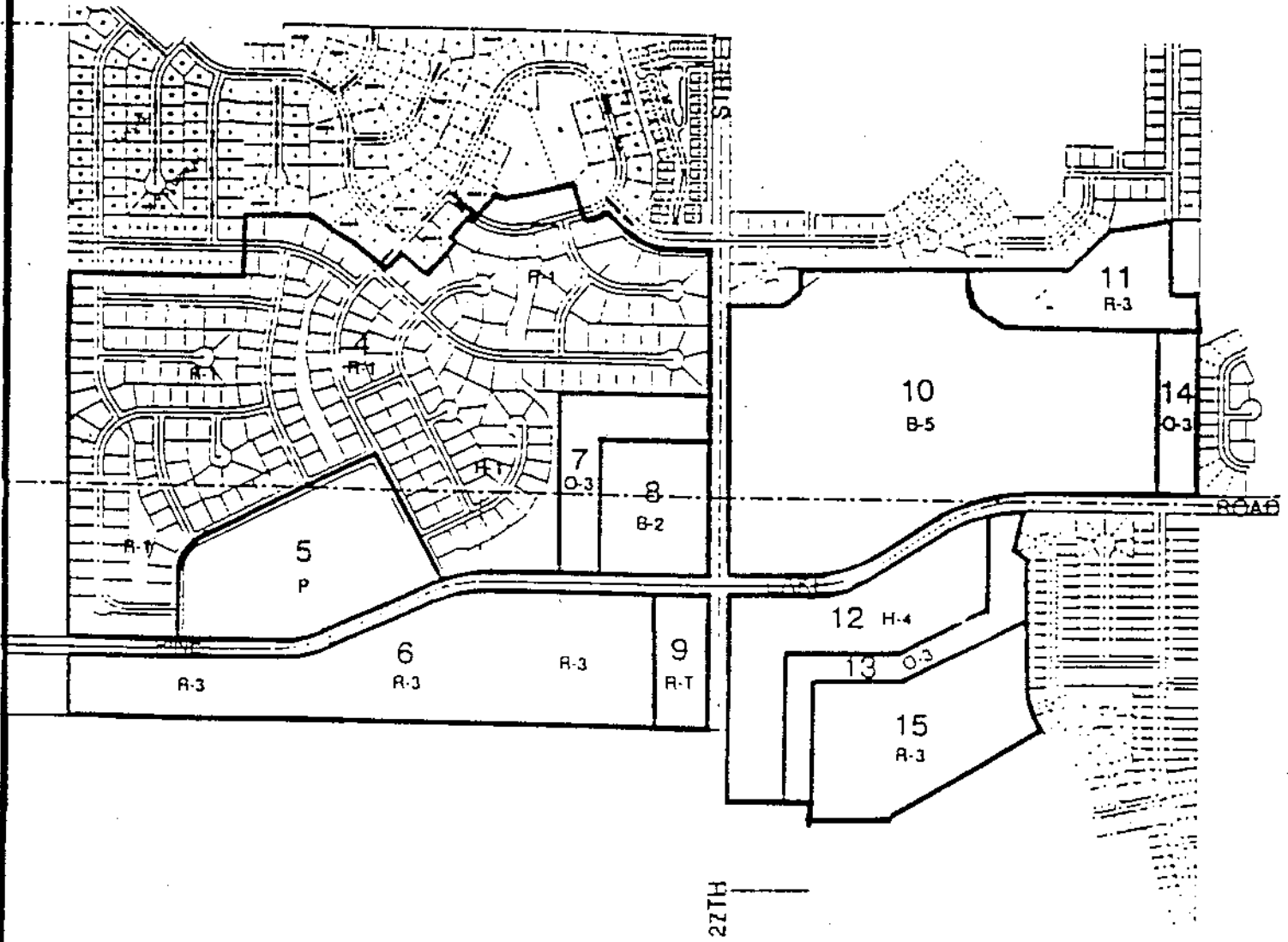


ZONING
TRACT 9
LEGAL DESCRIPTION

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 33 I.T., LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH PM LANCASTER COUNTY NEBRASKA. AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF SAID LOT 33 I.T., SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 32 MINUTES 10 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 33 I.T. A DISTANCE OF 278.13 FEET TO A POINT, THENCE NORTH 0 DEGREES 02 MINUTES 24 SECONDS WEST, A DISTANCE OF 771.28 FEET TO A POINT, THENCE NORTH 89 DEGREES 57 MINUTES 36 SECONDS EAST, A DISTANCE OF 281.48 FEET TO A POINT ON THE EAST LINE OF SAID LOT 33 I.T., THENCE SOUTH 0 DEGREES 38 MINUTES 03 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 33 I.T. A DISTANCE OF 292.90 FEET TO A POINT, THENCE SOUTH 0 DEGREES 43 MINUTES 22 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 33 I.T., A DISTANCE OF 480.89 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 5.00 ACRES MORE OR LESS.

SOUTH RIDGE



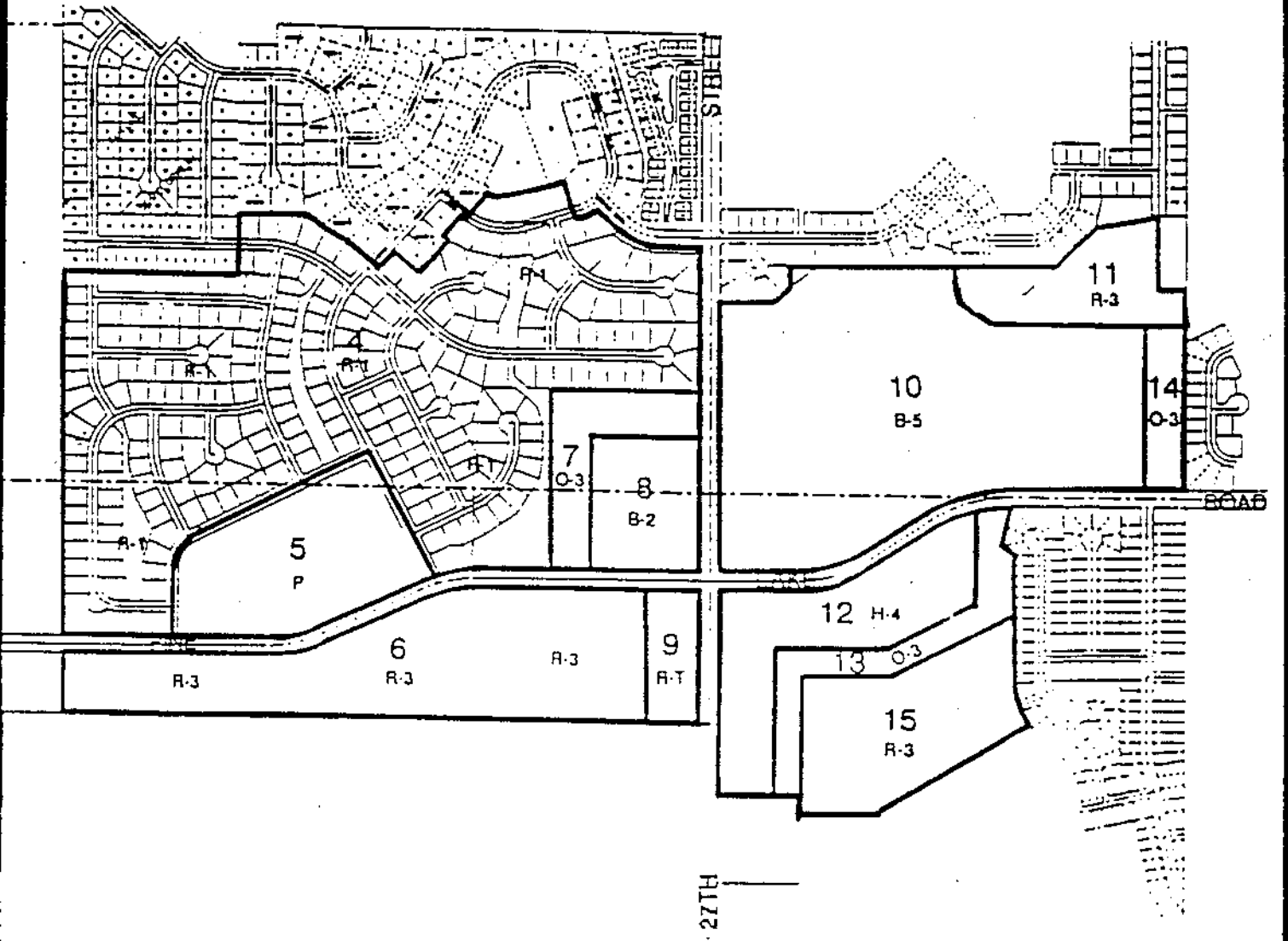
**ZONING
TRACT 10
LEGAL DESCRIPTION**

A TRACT OF LAND COMPOSED OF OUTLOT "A" SOUTHERN HILLS ADDITION, AND A PORTION OF LOT 10 I.T., LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 7 EAST, ALSO A PORTION OF LOT 11 I.T., LOCATED IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 9 NORTH, RANGE 7 EAST, AND A PORTION OF PINE LAKE ROAD, OF THE 6TH PM LANCASTER COUNTY NEBRASKA. AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF SAID LOT 10 I.T., THENCE NORTH 89 DEGREES 32 MINUTES 18 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 10 I.T., A DISTANCE OF 212.30 FEET TO A POINT, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING, THENCE CONTINUING NORTH 89 DEGREES 32 MINUTES 18 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 10 I.T. A DISTANCE OF 765.56 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 29 DEGREES 08 MINUTES 00 SECONDS, AN ARC DISTANCE OF 533.89 FEET, A RADIUS OF 1050.00 FEET, AND A CHORD OF SOUTH 75 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 528.16 FEET TO A POINT, THENCE SOUTH 61 DEGREES 19 MINUTES 43 SECONDS WEST, A DISTANCE OF 502.67 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 28 DEGREES 37 MINUTES 53 SECONDS, AN ARC DISTANCE OF 474.73 FEET, A RADIUS OF 950.00 FEET, AND A CHORD OF SOUTH 75 DEGREES 38 MINUTES 40 SECONDS WEST, A DISTANCE OF 469.80 FEET TO A POINT, THENCE SOUTH 89 DEGREES 57 MINUTES 36 SECONDS WEST, A DISTANCE OF 205.53 FEET TO A POINT ON THE WEST LINE OF SAID LOT 11 I.T., THENCE NORTH 2 DEGREES 22 MINUTES 38 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 11 I.T. A DISTANCE OF 109.52 FEET TO A POINT, THENCE NORTH 0 DEGREES 02 MINUTES 24 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 11 I.T. A DISTANCE OF 100.00 FEET TO A POINT, THENCE NORTH 2 DEGREES 43 MINUTES 28 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 11 I.T. A DISTANCE OF 190.28 FEET TO THE NORTHWEST CORNER OF SAID LOT 11 I.T., THENCE NORTH 14 DEGREES 38 MINUTES 44 SECONDS WEST, A DISTANCE OF 403.58 FEET TO THE SOUTHWEST CORNER OF SAID LOT 10 I.T., THENCE NORTH 0 DEGREES 01 MINUTES 36 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 10 I.T. A DISTANCE OF 1065.61 FEET TO THE NORTHWEST CORNER OF SAID LOT 10 I.T., THENCE SOUTH 89 DEGREES 58 MINUTES 24 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 10 I.T. A DISTANCE OF 297.00 FEET TO A POINT, THENCE NORTH 53 DEGREES 04 MINUTES 30 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 10 I.T. A DISTANCE OF 122.64 FEET TO THE SOUTH CORNER OF OUTLOT "A" SOUTHERN HILLS ADDITION, THENCE NORTH 0 DEGREES 01 MINUTES 35 SECONDS EAST, ALONG THE WEST LINE OF SAID OUTLOT "A" A DISTANCE OF 128.86 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT "A", THENCE SOUTH 89 DEGREES 58 MINUTES 24 SECONDS EAST, ALONG THE NORTH LINE OF SAID OUTLOT "A" AND THE NORTH LINE OF SAID LOT 10 I.T. A DISTANCE

OF 935.03 FEET TO A POINT, THENCE SOUTH 8 DEGREES 23 MINUTES 18 SECONDS EAST A DISTANCE OF 87.80 FEET TO A POINT, THENCE SOUTH 25 DEGREES 13 MINUTES 06 SECONDS EAST A DISTANCE OF 87.80 FEET TO A POINT, THENCE SOUTH 42 DEGREES 02 MINUTES 53 SECONDS EAST A DISTANCE OF 87.80 FEET TO A POINT, THENCE SOUTH 58 DEGREES 52 MINUTES 41 SECONDS EAST A DISTANCE OF 87.80 FEET TO A POINT, THENCE SOUTH 75 DEGREES 46 MINUTES 15 SECONDS EAST A DISTANCE OF 87.79 FEET TO A POINT, THENCE SOUTH 86 DEGREES 52 MINUTES 00 SECONDS EAST A DISTANCE OF 30.61 FEET TO A POINT, THENCE SOUTH 89 DEGREES 58 MINUTES 24 SECONDS EAST, A DISTANCE OF 778.70 FEET TO A POINT, THENCE SOUTH 0 DEGREES 27 MINUTES 42 SECONDS WEST A DISTANCE OF 986.46 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 72.10 ACRES MORE OR LESS.

SOUTH RIDGE

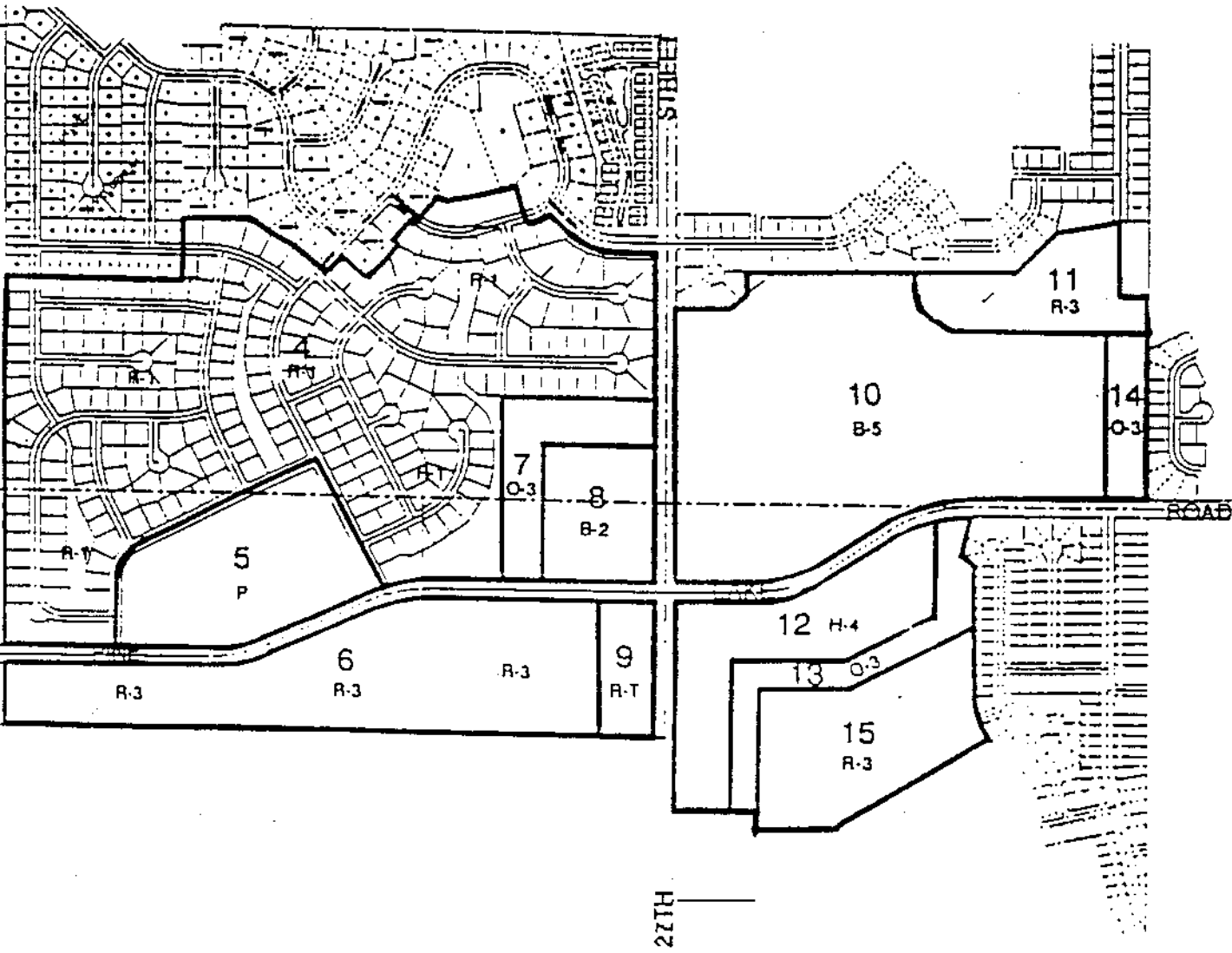


**ZONING
TRACT 11
LEGAL DESCRIPTION**

A TRACT OF LAND COMPOSED OF OUTLOT "B" SOUTHERN HILLS ADDITION AND A PORTION OF LOT 10 I.T., LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH PM LANCASTER COUNTY NEBRASKA, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF SAID LOT 10 I.T., THENCE NORTH 0 DEGREES 13 MINUTES 43 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 10 I.T. A DISTANCE OF 975.00 FEET TO THE TRUE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 46 MINUTES 17 SECONDS WEST A DISTANCE OF 115.80 FEET TO A POINT, THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 7 DEGREES 59 MINUTES 41 SECONDS, A ARC DISTANCE OF 30.00 FEET, A RADIUS OF 215.00 FEET, AND A CHORD OF SOUTH 9 DEGREES 10 MINUTES 44 SECONDS WEST, A DISTANCE OF 29.98 FEET TO A POINT, THENCE NORTH 76 DEGREES 49 MINUTES 25 SECONDS WEST A DISTANCE OF 80.00 FEET TO A POINT, THENCE AROUND A CURVE IN COUNTERCLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 10 DEGREES 18 MINUTES 49 SECONDS, A ARC DISTANCE OF 24.30 FEET, A RADIUS OF 135.00 FEET, AND A CHORD OF NORTH 8 DEGREES 01 MINUTES 10 SECONDS EAST, A DISTANCE OF 24.27 FEET TO A POINT, THENCE NORTH 89 DEGREES 58 MINUTES 24 SECONDS WEST, A DISTANCE OF 791.85 FEET TO A POINT, THENCE NORTH 86 DEGREES 52 MINUTES 00 SECONDS WEST A DISTANCE OF 30.61 FEET TO A POINT, THENCE NORTH 75 DEGREES 46 MINUTES 15 SECONDS WEST A DISTANCE OF 87.79 FEET TO A POINT, THENCE NORTH 58 DEGREES 52 MINUTES 41 SECONDS WEST A DISTANCE OF 87.80 FEET TO A POINT, THENCE NORTH 42 DEGREES 02 MINUTES 53 SECONDS WEST A DISTANCE OF 87.80 FEET TO A POINT, THENCE NORTH 25 DEGREES 13 MINUTES 06 SECONDS WEST A DISTANCE OF 87.80 FEET TO A POINT, THENCE NORTH 8 DEGREES 23 MINUTES 18 SECONDS WEST A DISTANCE OF 87.80 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 10 I.T., THENCE SOUTH 89 DEGREES 58 MINUTES 24 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 10 I.T., AND THE NORTH LINE OF OUTLOT "B" SOUTHERN HILLS ADDITION A DISTANCE OF 543.30 FEET TO THE EAST CORNER OF SAID OUTLOT "B". THENCE NORTH 45 DEGREES 21 MINUTES 38 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 10 I.T. A DISTANCE OF 333.53 FEET TO A POINT, THENCE NORTH 80 DEGREES 20 MINUTES 38 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 10 I.T. A DISTANCE OF 353.36 FEET TO A POINT, THENCE SOUTH 0 DEGREES 11 MINUTES 41 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 10 I.T. A DISTANCE OF 415.25 FEET TO A POINT, THENCE SOUTH 89 DEGREES 58 MINUTES 30 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 10 I.T. A DISTANCE OF 160.00 FEET TO A POINT, THENCE SOUTH 0 DEGREES 13 MINUTES 43 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 10 I.T. A DISTANCE OF 178.66 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 10.80 ACRES MORE OR LESS.

SOUTH RIDGE



**ZONING
TRACT 12
LEGAL DESCRIPTION**

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 11 I.T., LOCATED IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH PM LANCASTER COUNTY NEBRASKA, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF LOT 8 I.T., THENCE NORTH 89 DEGREES 57 MINUTES 36 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 8 I.T. A DISTANCE OF 15.86 FEET TO A POINT, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING, THENCE NORTH 0 DEGREES 02 MINUTES 24 SECONDS WEST A DISTANCE OF 556.92 FEET TO A POINT OF DEFLECTION, THENCE NORTH 2 DEGREES 15 MINUTES 01 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 11 I.T. A DISTANCE OF 305.80 FEET TO A POINT OF DEFLECTION, THENCE NORTH 2 DEGREES 22 MINUTES 38 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 11 I.T. A DISTANCE OF 299.64 FEET TO A POINT, THENCE NORTH 0 DEGREES 02 MINUTES 24 SECONDS WEST A DISTANCE OF 25.58 FEET, THENCE NORTH 89 DEGREES 57 MINUTES 36 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 28 DEGREES 37 MINUTES 53 SECONDS, AN ARC DISTANCE OF 529.70 FEET, A RADIUS OF 1060.00 FEET, AND A CHORD OF NORTH 75 DEGREES 38 MINUTES 40 SECONDS EAST, A DISTANCE OF 524.20 FEET TO A POINT, THENCE NORTH 61 DEGREES 19 MINUTES 43 SECONDS EAST, A DISTANCE OF 502.67 FEET TO A POINT OF CURVATURE, THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 16 DEGREES 42 MINUTES 43 SECONDS, AN ARC DISTANCE OF 274.18 FEET, A RADIUS OF 940.00 FEET, AND A CHORD OF NORTH 69 DEGREES 41 MINUTES 04 SECONDS EAST, A DISTANCE OF 273.21 FEET TO A POINT, THENCE SOUTH 0 DEGREES 02 MINUTES 43 SECONDS WEST, A DISTANCE OF 537.52 FEET TO A POINT, THENCE SOUTH 63 DEGREES 27 MINUTES 17 SECONDS WEST, A DISTANCE OF 583.24 FEET TO A POINT, THENCE SOUTH 89 DEGREES 57 MINUTES 36 SECONDS WEST, A DISTANCE OF 604.38 FEET TO A POINT, THENCE SOUTH 0 DEGREES 02 MINUTES 24 SECONDS EAST, A DISTANCE OF 854.80 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 8 I.T., THENCE SOUTH 89 DEGREES 57 MINUTES 36 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 8 I.T. A DISTANCE OF 279.14 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 20.09 ACRES MORE OR LESS.