

ATTACHMENT "A"

AN AGREEMENT REGARDING THE ANNEXATION
OF COUNTRY MEADOWS

THIS AGREEMENT is entered into on this 14th day of April, 199⁵4,

by and between the CITY OF LINCOLN, NEBRASKA, a municipal corporation, hereinafter referred to as "City", and COUNTRY MEADOWS HOMEOWNERS ASSOCIATION, INC., a Nebraska corporation, hereinafter referred to as "the Association".

RECITALS

I.

An ordinance accepting and approving the plat of Country Meadows 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 November 2, 1987, and thereafter plats of Country Meadows 1st Addition, Country Meadows 2nd Addition, and Country Meadows 3rd Addition were approved.

II.

A request has been made by the Association to annex the area including Country Meadows, Country Meadows 1st Addition, Country Meadows 2nd Addition, and Country Meadows 3rd Addition 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 mains and public sanitary sewer mains to serve this property with public sewer and water and to provide adequate fire protection to the area, to define maintenance responsibilities for roadways and ditches, to provide for other necessary or desirable improvements, 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 an area including all of Country Meadows, Country Meadows 1st Addition, Country Meadows 2nd Addition, and Country

Meadows 3rd Addition located in Section 16, Township 9 North, Range 7 East of the 6th Principal Meridian, Lancaster County, Nebraska, containing 117.5 acres, more or less.

2. Water Main Extension.

(a) Construction Required; Cost Responsibilities. In order to provide an adequate volume of water at an adequate pressure to provide fire protection to the area proposed to be annexed, the following water mains must be constructed:

- (i) A 16-inch water main in South 70th Street from the intersection of South 70th Street and South Fork Boulevard south to Pine Lake Road.
- (ii) A 24-inch water main in Pine Lake Road from South 56th Street to South 70th Street.
- (iii) A 12-inch main in Highway 2 from South 70th Street west to South 66th Street.

The City will, subject to approval of funding through its normal budgetary procedures, construct the water mains identified in (i) and (ii) above, which construction is presently identified in the 1994-2000 Capital Improvements Program as scheduled for construction in the 1996-1997 fiscal year of the City of Lincoln. The Association shall be responsible for construction of the main identified in (iii) above at its own cost and expense and shall either construct the main by executive order construction or shall contribute to the City the cost of construction plus all engineering and inspection costs related thereto. Such construction shall conform to the City of Lincoln Standard Specifications for Municipal Construction and shall be completed at or prior to the time of completion of the mains described in (i) and (ii) above. In order to guarantee construction of said water main, the Association shall post a bond, escrow, or other acceptable security with the City in the amount of \$55,000.

(b) Inspection of Existing Water Mains and Appurtenances. The City has inspected all existing water mains currently owned by the Association and used to provide water to

the Country Meadows area and has estimated a total maximum cost of \$3,000 for needed repairs to meet City standards. All such repairs identified shall be at the cost and expense of the Association, and all premises served by such mains shall be metered by a meter acceptable to the Lincoln Water System. Costs of repairs and maintenance arising after the date of acceptance of ownership of the water system by the City shall be borne by the City. Property owners in the annexed area shall not be subject to water charges by the Lincoln Water System until the City has accepted ownership of such system.

(c) Hydrants. All fire hydrants currently in the Country Meadows area shall be converted from their current national standard threads to Lincoln standard threads as approved by the Lincoln Fire Department, and all hydrants shall ^{meet} ~~met~~ the spacing requirements of the City.

(d) Ownership of the Water System. Upon completion of the water main extensions described in paragraph 2 hereof and the connection of the existing community water system to the City mains, and upon completion of all necessary improvements, repairs, reconstruction or replacement of existing mains, meters, and fire hydrants, the Association shall convey to the City, and the City shall accept, ownership of the water system, excluding the water wells. The City has previously inspected the existing water mains currently owned by the Association and used to provide water to the Country Meadows area and generally accepts the design and construction of the system. However, the City reserves the right, prior to acceptance of the system, to reinspect the system at its own cost and expense and to require the Association to make any necessary repairs, minor improvements, or replacement of any defective sections of main prior to connection to the City's water system and conveyance of ownership of the Association's system to the City. Such conveyance shall include, at a minimum, 30-foot easements for the construction, reconstruction, operation, maintenance and repair of all water mains not located within public rights-of-way. At or before the time of conveyance, the Association shall provide "as built" drawings of all water mains satisfactory to the City Engineer.

(e) The water wells, which shall remain the property of the Association, shall only be used for non-domestic uses, including lawn watering, and subsequent use or abandonment of such wells shall conform to the requirements of Chapter 8.44 of the Lincoln Municipal Code and the regulations promulgated under that chapter. Any use of the water wells involving extensions of pipes or mains into the public right-of-way must be requested and reviewed in accordance with Chapter 14.54 of the Lincoln Municipal Code.

3. **Sanitary Sewer Extension.**

(a) Extension Required; Cost Responsibility. The Association agrees to construct, by executive order construction, an 8-inch sewer from the 12-inch sewer currently traversing Outlots "A", "B", and "F" of Country Meadows to connect to the existing sewer main or mains currently serving the Country Meadows area. Such extension shall be in accordance with the City of Lincoln Standard Specifications for Municipal Construction and shall be at the sole cost and expense of the Association.

In order to guarantee completion of the above-described sanitary sewer extension, the Association shall post a bond, escrow, or other acceptable security with the City in the amount of \$50,000. Construction of the sanitary sewer extension shall be completed not later than one year from the date of this Agreement.

(b) Inspection of Existing Sewer Mains. The City has inspected all sewer mains owned by the Association and serving the Country Meadows area and has estimated a total maximum cost of \$1,000 for needed repairs to meet City standards. Said repairs shall meet the City of Lincoln Standard Specifications for Municipal Construction and shall be made at the sole cost of the Association. Cost of repairs and maintenance arising after the date of acceptance of ownership of the sanitary sewer system by the City shall be borne by the City. Property owners in the annexed area shall not be subject to sewer charges by the Lincoln Wastewater System until the City has accepted ownership of such system.

(c) **Ownership of System.** Upon completion of the sanitary sewer extensions described above, disconnection from the existing sanitary sewage disposal system, and upon completion of all necessary improvements, repairs, or reconstruction to bring the sanitary sewers up to City of Lincoln Standard Specifications for Municipal Construction, the Association shall convey to the City, and the City shall accept, ownership of all such sanitary sewer mains within the Country Meadows area. Such conveyance shall include, at a minimum, 20-foot easements for the construction, reconstruction, operation, maintenance and repair of all such sanitary sewers not located within public rights-of-way. At or before the time of conveyance, the Association shall provide "as built" drawings of all sewer mains satisfactory to the City Engineer.

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 the Country Meadows area. The Association shall, at its own cost, properly abandon the existing sewage disposal system currently serving the Country Meadows area in accordance with any and all state and local requirements.

(d) **Connection Fee.** The Association shall pay to the City a sewer connection fee not to exceed \$5,118 as established in a contract between the City, Hampton Enterprises, Inc., and Country Meadows Homeowners Association Inc., dated October 12, 1992, pursuant to Section 24.52.010 of the Lincoln Municipal Code for connection to the sanitary sewer located in Outlots "A", "B" and "F", Country Meadows.

4. **Water and Wastewater Charges.** It is understood that, upon completion of the sanitary sewer extensions and acceptance of the system by the City, the City will thereafter charge and collect, in accordance with its standard procedures, wastewater charges from all premises served by such system. The parties understand and agree that the sanitary sewer system is expected to be accepted by the City approximately two years prior to acceptance of the water system by the City. Until such time as the water system is accepted by the City, but after acceptance of the

wastewater system by the City, the Association will, upon request of the Lincoln Wasterwater System, provide to the City meter readings for the individual properties for those time periods necessary for the Lincoln Wastewater System to establish sewer use charges to be charged to the individual property owners.

Upon completion of the water main extensions and acceptance of the water mains serving the Country Meadows area, the City will also charge and collect for water charges, in accordance with its standard billing procedures, all premises served by such system.

5. Maintenance Responsibility of Roadways and Ditches. The parties understand that the public streets currently serving individual premises located within the Country Meadows area have not been constructed in accordance with the City of Lincoln Standard Specifications for Municipal Construction. Such deviation from City of Lincoln Standard Specifications for Municipal Construction results in different maintenance requirements than those normally encountered with streets of the City of Lincoln constructed in accordance with its City of Lincoln Standard Specifications for Municipal Construction. After annexation, the adjacent property owners or, in the alternative, the Association, shall not have maintenance responsibility for existing roadway improvements except as follows:

(a) Mowing and keeping ditches and driveway pipes 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 five feet from the edge of pavement. Mailbox opening may be four feet from the edge of pavement. The mailbox support or standard shall be no larger than 2'x 2' 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 maintained as per U.S. postal requirements 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 specified in subpart (a) above, 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.

6. Future Assessment.

(a) The parties understand and agree that the paved roads currently existing in the Country Meadows area do not meet City of Lincoln Standard Specifications for Street Construction. The City is not, as a condition of annexation, requiring the upgrading of such streets to meet City 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 streets in the future and that any such reconstruction shall be in accordance with then existing City of Lincoln Standard Specifications for Street Construction, 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 the benefitted property owners to the extent of the benefit conferred.

(b) Sidewalks. It is understood that future installation of sidewalks may be required in accordance with the standard policies and procedures of the City of Lincoln.

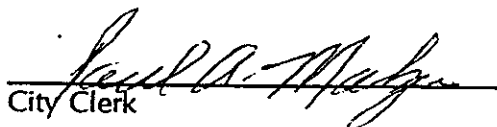
7. Interim Fire Protection. Until such time as the water mains contemplated under paragraph 2 above have been constructed, the parties understand that the Fire Department of the City will not be able to fully provide fire protection with its current equipment to the area proposed to be annexed. Prior to passage of an ordinance annexing that area by the City Council, the City must enter into an acceptable agreement with the Southeast Rural Fire Protection District for the provision of water for fire protection to the area to be annexed, the cost thereof to be paid by the City.

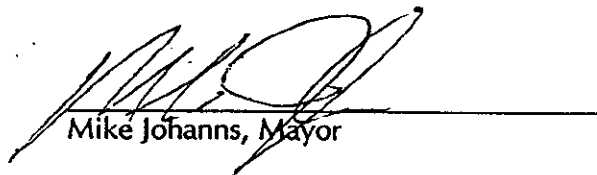
8. Binding Effect. This Agreement shall be inure to and be binding upon the parties, their successors and assigns.

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

ATTEST:

CITY OF LINCOLN, NEBRASKA,
A Municipal Corporation


City Clerk


Mike Johanns, Mayor

COUNTRY MEADOWS HOMEOWNERS
ASSOCIATION, INC., A Nebraska
Corporation

By: 
President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 14 day of April, 1995 by Mike Johanns, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Joan E. Ross
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 18 day of January, 1995, by Michael Appel, President of Country Meadows Homeowners Association, Inc., a Nebraska corporation, on behalf of the corporation.



Amy S. King
Notary Public

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