

**AN AGREEMENT
REGARDING THE ANNEXATION OF
PART OF LOT 17, I.T., IN THE SW 1/4 OF THE NW 1/4 OF
SECTION 14, TOWNSHIP 9 NORTH, RANGE 6 EAST
OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA**

THIS AGREEMENT is entered into as of this 3rd day of May, 1996, by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "City," and the New Covenant Baptist Church hereinafter referred to as "Owner."

RECITALS

I.

Owner is the owner of Lot 17, an Irregular Tract, located in the Southwest Quarter of the Northwest Quarter of Section 14, Township 9 North, Range 6 East of the 6th Principal Meridian, Lancaster County, Nebraska, hereinafter referred to as "Lot 17."

II.

Although Lot 17 is shown in the Comprehensive Plan as part of the future urban area, it is not included within those areas designated for immediate development (i.e., Blue, Phase 1 areas). Rather, Lot 17 is included within that land designated for near term development (i.e., Green, Phase II areas).

III.

Public water and sewer mains are not available to serve Lot 17.

IV.

Owner has made a request that a portion of Lot 17 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 said portion of Lot 17 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 the northern 350 feet of the western 500 feet of Lot 17 and hereinafter referred to as the "Property."

2. No Public Sanitary Sewer. Owner understands and acknowledges that the Property is not presently serviceable by the City's public sanitary sewer system. Owner further understands and acknowledges that since the Property is not within the Blue Phase 1 immediate development areas of the Comprehensive Plan, the City does not intend to extend its public sanitary sewer system to serve the Property 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 The Property and agrees that after annexation of the Property into the corporate limits of the City of Lincoln, Owner will not request the City to extend its public sanitary sewer system to serve the Property.

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

Owner, therefore, agrees to construct by executive order construction a tapable water main and fire hydrant to provide water service to the Property. The water main and hydrant shall be constructed from the existing 24-inch water main in 84th Street to the Property as determined by the Department of Public Works and Utilities. The total cost of construction of the water main extension and fire hydrant is estimated to be \$6,000.00, and the actual cost

of design and construction shall be paid by Owner pursuant to the Mayor's executive order. Owner understands and agrees that as part of the executive order construction, Owner shall post a bond, escrow, or other acceptable security, with the City to guarantee construction of said water main and fire hydrant. Construction of said water main extension and fire hydrant shall be completed not later than one year from the date of this Agreement.

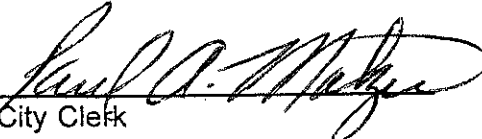
4. Future Annexation. No privately owned property abutting the water main extension shall be permitted to connect to such water main extension until such privately owned property has been annexed into the corporate limits of the City of Lincoln.

5. Potential Future Assessment. The City is not, as a condition of annexation, requiring the extension of sanitary sewer mains to serve the Property 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.

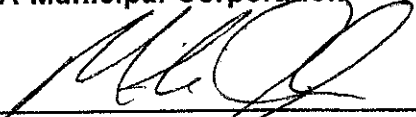
6. Binding. This Agreement shall inure to and be binding upon the City and its successors and assigns and is for the benefit of the Owner of the Property and shall inure to and shall run with the title of such real estate of land and subdivision thereof and shall bind the respective successors and assigns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

**CITY OF LINCOLN, NEBRASKA,
A Municipal Corporation**

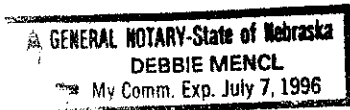

Mike Johanns, Mayor

NEW COVENANT BAPTIST CHURCH

By: Cindy Conger
Title: Corporate Secretary

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 3rd day of June, 1996, by Mike Johanns, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Debbie Mencl
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 1996, by _____, _____ of the New Covenant Baptist Church, on behalf of said church.

Notary Public

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