

ANTELOPE CONDITIONAL ANNEXATION AND ZONING AGREEMENT

THIS ANTELOPE CONDITIONAL ANNEXATION AND ZONING AGREEMENT ("Agreement") is made and entered into as of this 22ND day of JULY, 1996, by and between the CITY OF LINCOLN, NEBRASKA, a municipal corporation ("City") and HAMPTON ENTERPRISES, INC., a Nebraska corporation ("Hampton"); HARTLAND HOMES, INC., a Nebraska corporation ("Hartland"); BARRINGTON PARK PARTNERS, a Nebraska general partnership ("Barrington"); THE LINCOLN LAND AND MORTGAGE COMPANY, a Nebraska corporation ("LL&M"); LINCOLN FEDERAL SAVINGS AND LOAN ASSOCIATION, a federal savings and loan association ("Lincoln Federal"); NEBRASKA NURSERIES, INC., a Nebraska corporation ("Nebraska Nurseries"); LINCOLN CHRISTIAN SCHOOL ASSOCIATION, INC., a Nebraska corporation ("School"); CURTIS SCHWANINGER AND JOETTA SCHWANINGER, husband and wife, and HOMER H. SCHWANINGER AND BELVA SCHWANINGER, husband and wife (collectively "Schwaninger"); and GUY M. LAMMLE, an individual ("Lammle"). Hampton, Hartland, Barrington, LL&M, Lincoln Federal, Nebraska Nurseries, School, Schwaninger, and Lammle are hereinafter referred to as "Property Owners."

RECITALS

A. The Property Owners have requested that the City annex the property shown on Attachment "A", which is attached hereto and made a part hereof by reference ("North Area"), and rezone that portion of the North Area described on Attachment "B", which is attached hereto and made a part hereof by reference. The Hampton Tract and Lammle Tract (collectively "East Area") and the Schwaninger Tract ("South Area"), which tracts are more particularly described on Attachment "C", which is attached hereto and made a part hereof by reference, will be requested by the Property Owners to be annexed and rezoned at a later date(s).

B. The property described on Attachment "D", which is attached hereto and made a part hereof by reference, is currently annexed and zoned R-3 or R-3 C.U.P. However, the property is not sewerable. Consequently, LL&M, Hartland and Barrington wish to enter into this Agreement with the remaining Property Owners and the City to provide for sewer services to the property described on Attachment "D".

C. The City is willing to amend its 1994 Comprehensive Plan, as amended, to designate the properties located in Subarea 8 as "Blue," Phase 1 on Figure 65 entitled Anticipated 2015 Lincoln Service Limit and Phasing Plan. The City is also willing to approve such annexation and rezoning for the North 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.

D. 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 established 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 1994 Comprehensive Plan, as amended, to designate the properties located in Subarea 8 as "Blue," Phase 1 on Figure 65 entitled Anticipated 2015 Lincoln Service Limit and Phasing Plan. The City Council of the City is also annexing the North Area described in Attachment "A", and approving a change to the Lincoln zoning district maps from AG and AGR to R-3 on that portion of the North Area described on Attachment "B".

Said annexation and zoning approvals are conditioned 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 the Comprehensive Plan; (ii) change the municipal corporate boundaries; (iii) rezone or revise the zoning designations applicable to the property described in Attachment "B"; 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. 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, testing expenses, publication costs, financing costs, and related miscellaneous costs.

(a) **Sanitary Sewers**

1. **Sewers to be Constructed.** The following sanitary sewers must be constructed in order to serve the annexed area:

A. A 27-inch diameter trunk sanitary sewer will be constructed by the Property Owners, at their cost, from the terminus of the City's existing 30-inch sanitary sewer located at approximately 75th Street and Pioneers Boulevard and run east and south approximately 1,250 feet and then be extended in a southeast direction by an 18-inch diameter trunk sanitary sewer, approximately 5,250 feet in length to a point where it will terminate in 84th Street, in the location shown on Attachment "E", which is attached hereto incorporated herein by reference.

B. An 8-inch public trunk sanitary sewer extension shall be constructed by the Property Owners, at their cost, extending from the trunk sewer described in (a)1A south to a point at approximately 80th Street and Old Cheney Road, in the location shown on Attachment "E".

C. An 8-inch public trunk sanitary sewer extension shall be constructed by the Property Owners, at their cost, from the terminus of the sanitary trunk sewer in 84th Street south until it intersects with Old Cheney Road, in the location shown on Attachment "E".

2. **Cost Responsibility for the Sewers.** To defray the cost of the sewer described in (a)1A above, the City shall contribute to the Property Owners forty-nine percent (49%) of the overall cost of the project, which percentage represents the cost attributable to (i) oversizing the sanitary sewer trunk with pipe that is larger than 8-inch; and (ii) those properties the City is annexing in conjunction with the property described on Attachment "A", whose owners were not members of the Antelope Coalition. The Property Owners shall convey to the City, at their cost and at no cost to the City, the temporary and permanent nonexclusive easements attached hereto as Attachment "F" and made a part hereof by reference, which easements are necessary for the construction and operation of the sanitary sewers described in (a)1 above, at the time

this Agreement is finally executed by all of the Property Owners and the Mayor of the City.

3. Responsibility for Completion of Work. The Property Owners shall construct or cause be constructed the sanitary sewers described in (a)1 above under the authority of an executive order issued by the Mayor of the City. The Property Owners agree to use their best efforts to complete the above-described sanitary sewers by no later than August 15, 1996.

4. Nonsewerable Area. The Property Owners have requested the annexation of the entire School Tract described on Attachment "A". A portion of the School Tract will not be sewerable after the construction of the sewers described in (a)1 above. School agrees to enter into the Agreement attached hereto as Attachment "L", which is incorporated by reference, with the City regarding that portion of the School Tract that will not be sewerable after the construction of the sewers described in (a)1 above, at the time this Agreement is fully executed by all of the Property Owners and the Mayor of the City.

5. Security. At the time this Agreement is finally executed by all of the Property Owners and the Mayor of the City, the Property Owners shall provide the City:

a. A bond, escrow, or other security agreement, approved by the City Attorney, in the amount of One Hundred Fifty-five Thousand and no/100 Dollars (\$155,000) to insure the Property Owners' construction of the sanitary sewer described in (a)1A above.

b. A bond, escrow, or other security agreement, approved by the City Attorney, in the amount of One Hundred Thirty-eight Thousand Three Hundred Seventy-five and no/100 Dollars (\$138,375) to insure the Property Owners' construction of the sanitary sewer described in (a)1B above.

c. A bond, escrow, or other security agreement, approved by the City Attorney, in the amount of Twenty-one Thousand Two Hundred Fifty and no/100 Dollars

(\$21,250) to insure the Property Owners' construction of the sanitary sewer described in (a)1C above.

(b) **Water**. The City has already constructed water mains in Pioneers Boulevard, 84th Street and Old Cheney Road which are necessary to serve the annexed area. The Property Owners whose properties abut Old Cheney Road agree to pay the City any connection fee charged by the City in accordance with L.M.C. § 17.10.110 if the Property Owner connects to the City water main located in Old Cheney Road.

(c) **Trails**. The Property Owners shall convey to the City, at their cost and at no cost to the City, the nonexclusive easements attached hereto as Attachment "G" and made a part hereof by reference, for a public hiker/biker trail in the location shown on Attachment "G", at the time this Agreement is finally executed by all of the Property Owners and the Mayor of the City. The City will not require the Property Owners to construct such trail improvements as part of a preliminary or final plat, use permit, special permit, community unit plan, planned unit development, or comprehensive plan amendment. Until said trail improvements are constructed by the City on the easement area, the Property Owners are entitled to farm the easement areas. The City agrees that upon completion of construction of the trail, the City shall place trash receptacles every 1000 feet along the trail and shall maintain such receptacles at least once a week.

The City agrees that during construction and upon completion of the construction of the trail, the City shall indemnify, defend, and hold harmless the Property Owners, their successors and assigns, from and against any and all losses, damages, claims, costs, expenses, or liabilities, including attorney fees, arising out of the public's use of the trail easements granted to the City herein other than as a result of the Property Owners' or their successors' or assigns' negligence or willful misconduct.

(d) **Parks.** The Property Owners shall grant to the City, at their cost and at no cost to the City, the deeds attached hereto as Attachment "H" and made a part hereof by reference, conveying 6.50 acres of park land in the location shown on Attachment "H", at the time this Agreement is finally executed by all of the Property Owners and the Mayor of the City. The Property Owners shall provide to the City title to said property free and clear of all liens, taxes, or assessments.

At the time the City reviews the preliminary plat for the Nebraska Nurseries Tract described on Attachment "A", the City shall determine whether Outlot A and one-half of the Capitol Parkway right-of-way abutting the Nebraska Nurseries Tract located in Pioneer Heights, Lincoln, Lancaster County, Nebraska, is needed as right-of-way for the construction of a street. In the event the City determines in accordance with its procedures for vacating right-of-way and declaring property surplus that any portion of Outlot A or one-half of the Capital Parkway right-of-way abutting the Nebraska Nurseries Tract is not needed for street right-of-way or other public use, the City shall deed such property to Nebraska Nurseries at no cost in exchange for the Property Owners dedication of the park land and trail described in this Agreement.

In addition to the park contribution described above, the City acknowledges the public access easement that has been granted across a portion of the property owned by Nebraska Nurseries, a copy of which is attached hereto as Attachment "J", and the Public Access Easement attached hereto as Attachment "K" and made a part hereof by reference, which will be granted to the public by LL&M over a portion of its property at the time this Agreement is finally executed by all of the Property Owners and the Mayor of the City.

**III.
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.

**IV.
FUTURE COST RESPONSIBILITIES**

It is understood and agreed between the parties that as long as the property described on Attachments "A", "C" and "D" remains agricultural or R-3 residential, the Property Owners shall have no further responsibility in the future to construct any improvements, including sanitary sewer, storm sewer, water, paving, grading or ornamental lighting, in Pioneers Boulevard, 84th Street or Old Cheney Road. However, the Property Owners recognize they are still responsible to construct the internal improvements, including, but not limited to, storm sewer, sanitary sewer, water, paving, grading and ornamental lighting necessary to service the property described on Attachments "A", "C", and "D" pursuant to the City's land subdivision ordinance design standards and practices.

It is further understood and agreed between the parties that the provision of the above described municipal infrastructure improvements and the allocation of cost responsibilities therefore 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.

V. DEFAULT

The parties agree that the rezoning of the property referred to in Attachment "B" promotes 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. In the event the City defaults in the performance of any of the covenants or responsibilities set forth in this Agreement, the Property Owners shall provide the City with written notice of such default, and the City shall have thirty days to cure such default.

VI. 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 at such future addresses as may be designated in writing:

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

with a copy to: City Clerk
555 South 10th Street
Lincoln, Nebraska 68508

with copy to: Seacrest & Kalkowski
ATTN: Kent Seacrest
1111 Lincoln Mall, Ste. 350
Lincoln, Nebraska 68508

**VII.
BINDING EFFECT**

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

**VIII.
AMENDMENTS**

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

**IX.
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 any and all acts and execute, acknowledge, and deliver any and all documents so requested in order to satisfy the conditions set forth herein and to carry out the intents and purposes of this Agreement.

**X.
EXECUTION IN COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

**XI.
GOVERNING LAW.**

All aspects of this Agreement shall be governed by the laws of the State of Nebraska.

**XII.
INTERPRETATIONS**

Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

**XIII.
TERMINATION**

This Agreement shall terminate upon completion of the sanitary sewers described in II(a).

**XIV.
EAST AREA AND SOUTH AREA**

The Property Owners and City anticipate that the East Area and South Area, or portions thereof, will be annexed and rezoned to R-3 at a later date. At the time all or any portion of the Lammie Tract is rezoned R-3 and annexed, that portion of the Hampton Tract that has not already been rezoned R-3 and annexed shall also be rezoned R-3 and annexed. 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 a possible annexation and rezoning of the East Area and the South Area in phases at later dates and to allow portions of the East Area and the South Area to be designated in the 1994 Comprehensive Plan, as amended, as "Blue," Phase 1 on Figure 65 entitled Anticipated 2015 Lincoln Service Limit and Phasing Plan, including, but not limited to:

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

(b) the parks and trails described in II(c) and II(d) above, which will cause the East Area and the South Area to have park services to permit annexation.

No connection fee will be charged to the East Area or the South Area for the connection to any City water main located in 84th Street or Old Cheney Road upon annexation unless a direct service connection for a single user is made and no connection fee will be charged for connection to any of the sanitary sewers being constructed and funded under this Agreement adjacent to the East Area or the South Area.

A portion of the Schwaninger Tract will not be sewerable after the construction of the sewers described in II(a)1 above. Consequently, Schwaninger agrees to delete the nonsewerable portion of the Schwaninger Tract from their request for annexation or to enter into an Agreement with the City at the time the Schwaninger Tract is annexed regarding that portion of the Schwaninger Tract that will not be sewerable after the construction of the sewers described in II(a)1 above.

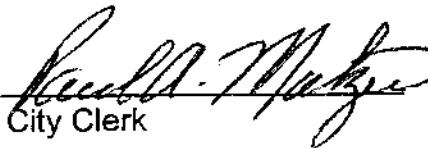
Notwithstanding any contrary provision contained in this Agreement, this Article shall not terminate until the properties described in Attachment "C" have been annexed by the City.

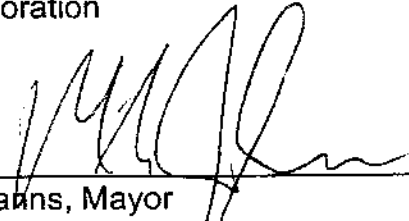
XV REPRESENTATION

The Property Owners are the fee owners of their respective tracts of land described in Attachments "A", "C", and "D". All necessary actions to duly approve the execution, delivery, and performance of this Agreement have been undertaken by the Property Owners, and the individuals executing and delivering this Agreement on behalf of the Property Owners have the requisite authority to enter into and bind the Property Owners to the terms of this Agreement and the performance thereof. Each Property Owner will deliver evidence of such authority and of its good standing to the City at its request.

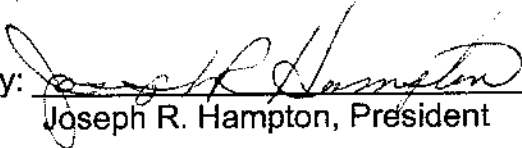
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF LINCOLN, NEBRASKA,
a municipal corporation


ATTEST: 
City Clerk

By: 
Mike Johanns, Mayor

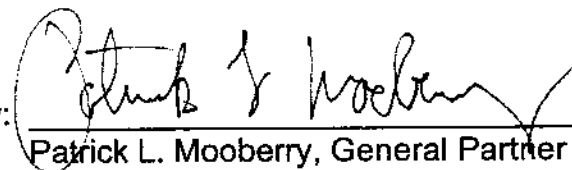
HAMPTON ENTERPRISES, INC., a
Nebraska corporation

By: 
Joseph R. Hampton, President


HARTLAND HOMES, INC., a Nebraska
corporation

By: 
Duane L. Hartman, President

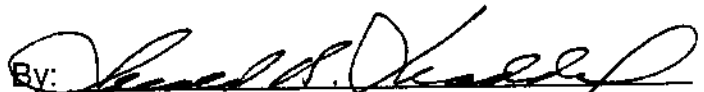
BARRINGTON PARK PARTNERS, a
Nebraska general partnership

By: 
Patrick L. Mooberry, General Partner

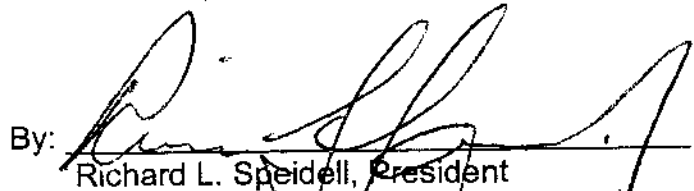
THE LINCOLN LAND AND MORTGAGE
COMPANY, a Nebraska corporation

By: 
Gerald H. Maddox, Chairman and C.E.O.

LINCOLN FEDERAL SAVINGS AND LOAN
ASSOCIATION, a federal savings and loan
association

By: 
Gerald H. Maddox, Chairman and C.E.O.

NEBRASKA NURSERIES, INC., a
Nebraska corporation

By: 
Richard L. Speidell, President

LINCOLN CHRISTIAN SCHOOL
ASSOCIATION, INC., a Nebraska corporation

By: 
David A. Drevo, Secretary


Homer H. Schwaninger


Belva Schwaninger


Curtis Schwaninger

Joetta Schwaninger
Joetta Schwaninger

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me as of this 22ND day of JULY, 1996 by Mike Johanns, Mayor of the CITY OF LINCOLN, a municipal corporation, on behalf of the municipal corporation.



Teresa J. Meier
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

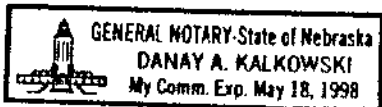
The foregoing instrument was acknowledged before me as of this 24th day of June, 1996 by Joseph R. Hampton, as President of HAMPTON ENTERPRISES INC., a Nebraska corporation, on behalf of the corporation.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

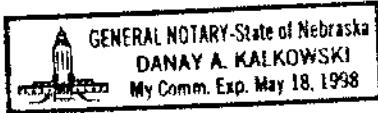
The foregoing instrument was acknowledged before me as of this 24th day of June, 1996 by Duane L. Hartman, as President of HARTLAND HOMES INC., a Nebraska corporation, on behalf of the corporation.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

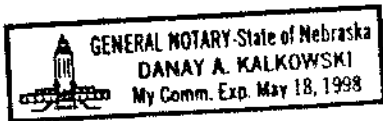
The foregoing instrument was acknowledged before me as of this 24th day of June, 1996 by Patrick L. Mooberry, as General Partner of BARRINGTON PARK PARTNERS, a Nebraska general partnership, on behalf of the partnership.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

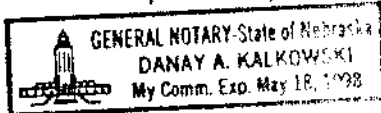
The foregoing instrument was acknowledged before me as of this 26th day of June, 1996 by Gerald H. Maddox, as Chairman and C.E.O. of LINCOLN LAND & MORTGAGE COMPANY, a Nebraska corporation, on behalf of the corporation and of LINCOLN FEDERAL SAVINGS AND LOAN ASSOCIATION, a federal savings and loan association on behalf of the association.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

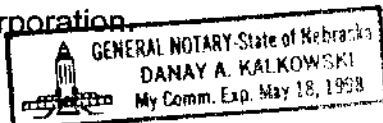
The foregoing instrument was acknowledged before me as of this 24th day of June, 1996 by Richard L. Speidell, as President of NEBRASKA NURSERIES, INC., a Nebraska corporation, on behalf of the corporation.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

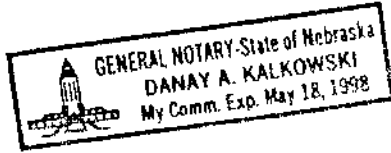
The foregoing instrument was acknowledged before me as of this 27th day of June, 1996 by David A. Drevo, as Secretary of LINCOLN CHRISTIAN SCHOOL ASSOCIATION, INC., a Nebraska nonprofit corporation, on behalf of the nonprofit corporation.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss.

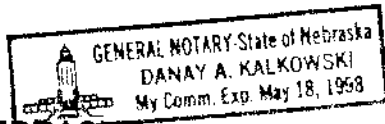
COUNTY OF LANCASTER) The foregoing instrument was
acknowledged before me as of this 24th day of June, 1996 by Homer H.
Schwaninger.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

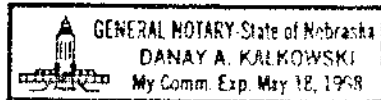
The foregoing instrument was acknowledged before me as of this 24th day of
June, 1996 by Belva Schwaninger.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

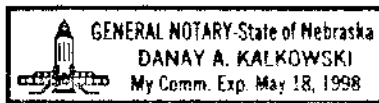
The foregoing instrument was acknowledged before me as of this 24th day of
June, 1996 by Curtis Schwaninger.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me as of this 24th day of
June, 1996 by Joetta Schwaninger.

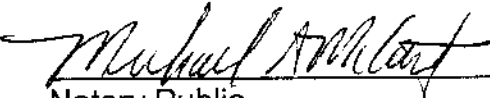


Danay A. Kalkowski
Notary Public


Guy M. Lammle

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me as of this 22nd day of June, 1996 by Guy M. Lammle.


Notary Public.
My Commission EXPIRES
7/27/96

ATTACHMENT "A"

NORTH AREA

HARTLAND TRACT:

Lots 9, 43, and 83, Irregular Tracts in the South Half of Section 10, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

LL&M TRACT:

Lot 102, Irregular Tracts in the North Half of Section 10, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, except that portion already included in the City of Lincoln and that portion more particularly described as follows:

Commencing at the northwest corner of said Section 10, thence on an assumed bearing of south 0 degrees 00 minutes 00 seconds east along the west line of said Section 10, a distance of 658.96 feet to a point of intersection with an extension of the north line of said Lot 102 I.T., thence south 89 degrees 35 minutes 22 seconds east along the extension of said north line of Lot 102 I.T., and the north line of said Lot 102 I.T., said line being the south line of Lot 2 Shelter Sub., a distance of 300.01 feet to a point, said point being 300.00 feet east of the west line of said Section 10 and the true point of beginning, thence continuing south 89 degrees 35 minutes 22 seconds east along the north line of said Lot 102 I.T., said line being the south line of Lot 2 Shelter Sub., and the south line of Lots 97 I.T. and 60 I.T., a distance of 1023.94 feet to the southeast corner of Lot 60 I.T., thence north 0 degrees 29 minutes 15 seconds east along the west line of said Lot 102 I.T., said line being the east line of Lot 60 I.T., a distance of 329.86 feet to the northwest corner of said Lot 102 I.T., said point being the southwest corner of Lot 94 I.T., thence south 89 degrees 31 minutes 22 seconds east along the north line of said Lot 102 I.T., said line being the south line of Lot 94 I.T., a distance of 320.00 feet to the southeast corner of Lot 94 I.T., thence south 0 degrees 29 minutes 15 seconds west along a line 320.00 feet east of and parallel with the west line of said Lot 102 I.T., said line being the east line of Lot 60 I.T., a distance of 643.47 feet to a point, thence north 89 degrees 57 minutes 49 seconds west along the north line of Lots 5 through 3, Block 1, Edenton North Addition, a distance of 1341.24 feet to a point 300.00 feet east of the west line of said Section 10, thence north 0 degrees 00 minutes 00 seconds east along a line 300.00 feet east of and parallel with the west line of said Section 10, a distance of 322.74 feet to the point of beginning, said tract contains a calculated area of 12.24 acres more or less.

LINCOLN FEDERAL TRACT:

Lot 101, Irregular Tract in Section 10, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

NEBRASKA NURSERIES TRACT:

Lot 57, Irregular Tracts in the Northeast Quarter of Section 10, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, except that portion already included within the City of Lincoln

SCHOOL TRACT:

Lots 46 and 47, and that portion of Lot 64, Irregular Tracts in the Northeast Quarter of Section 15, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, more particularly described as follows:

Commencing at the northeast corner of said Section 15, thence on an assumed bearing of north 89 degrees 50 minutes 27 seconds west along the north line of said Section 15, a distance of 930.00 feet to the northeast corner of Lot 41 I.T., thence south 0 degrees 01 minutes 34 seconds east along the east line of Lot 41 I.T., a distance of 463.00 feet to the southeast corner of Lot 41 I.T., said point being the northeast corner of said Lot 64 I.T., and the true point of beginning, thence continuing south 0 degrees 01 minutes 34 seconds east along the east line of said Lot 64 I.T., said line being the west line of Lots 46 I.T. and 47 I.T., a distance of 935.39 feet to the southwest corner of Lot 47 I.T., thence north 89 degrees 50 minutes 27 seconds west along an extension of the south line of Lot 47 I.T., a distance of 209.05 feet to a point, thence north 1 degrees 19 minutes 29 seconds east, a distance of 935.58 feet to a point on the north line of said Lot 64 I.T., thence south 89 degrees 50 minutes 27 seconds east along the north line of said Lot 64 I.T., said line being the south line of Lot 41 I.T., a distance of 186.99 feet to the point of beginning, said tract contains a calculated area of 4.25 acres more or less.

ATTACHMENT "B"

PROPERTY TO BE REZONED R-3

HARTLAND TRACT:

Lots 43 and 83, Irregular Tracts in the South Half of Section 10, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

SCHOOL TRACT:

Lots 46 and 47, and that portion of Lot 64, Irregular Tracts in the Northeast Quarter of Section 15, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, more particularly described as follows:

Commencing at the northeast corner of said Section 15, thence on an assumed bearing of north 89 degrees 50 minutes 27 seconds west along the north line of said Section 15, a distance of 930.00 feet to the northeast corner of Lot 41 I.T., thence south 0 degrees 01 minutes 34 seconds east along the east line of Lot 41 I.T., a distance of 463.00 feet to the southeast corner of Lot 41 I.T., said point being the northeast corner of said Lot 64 I.T., and the true point of beginning, thence continuing south 0 degrees 01 minutes 34 seconds east along the east line of said Lot 64 I.T., said line being the west line of Lots 46 I.T. and 47 I.T., a distance of 935.39 feet to the southwest corner of Lot 47 I.T., thence north 89 degrees 50 minutes 27 seconds west along an extension of the south line of Lot 47 I.T., a distance of 209.05 feet to a point, thence north 1 degrees 19 minutes 29 seconds east, a distance of 935.58 feet to a point on the north line of said Lot 64 I.T., thence south 89 degrees 50 minutes 27 seconds east along the north line of said Lot 64 I.T., said line being the south line of Lot 41 I.T., a distance of 186.99 feet to the point of beginning, said tract contains a calculated area of 4.25 acres more or less.

ATTACHMENT "C"

EAST AREA

HAMPTON TRACT:

Lot 64, Irregular Tracts in the Northeast Quarter of the Southeast Quarter and Lot 65, I.T. in the Southeast Quarter of the Northeast Quarter, all in Section 10, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

LAMMLE TRACT:

Lot 30, Irregular Tracts in the Southwest Quarter of Section 11, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

SOUTH AREA

SCHWANINGER TRACT:

Lot 64, Irregular Tracts in the Northeast Quarter of Section 15, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, except that portion more particularly described as follows:

Commencing at the northeast corner of said Section 15, thence on an assumed bearing of north 89 degrees 50 minutes 27 seconds west along the north line of said Section 15, a distance of 930.00 feet to the northeast corner of Lot 41 I.T., thence south 0 degrees 01 minutes 34 seconds east along the east line of Lot 41 I.T., a distance of 463.00 feet to the southeast corner of Lot 41 I.T., said point being the northeast corner of said Lot 64 I.T., and the true point of beginning, thence continuing south 0 degrees 01 minutes 34 seconds east along the east line of said Lot 64 I.T., said line being the west line of Lots 46 I.T. and 47 I.T., a distance of 935.39 feet to the southwest corner of Lot 47 I.T., thence north 89 degrees 50 minutes 27 seconds west along an extension of the south line of Lot 47 I.T., a distance of 209.05 feet to a point, thence north 1 degrees 19 minutes 29 seconds east, a distance of 935.58 feet to a point on the north line of said Lot 64 I.T., thence south 89 degrees 50 minutes 27 seconds east along the north line of said Lot 64 I.T., said line being the south line of Lot 41 I.T., a distance of 186.99 feet to the point of beginning, said tract contains a calculated area of 4.25 acres more or less.

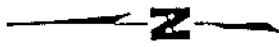
ATTACHMENT "D"

PROPERTY CURRENTLY ANNEXED

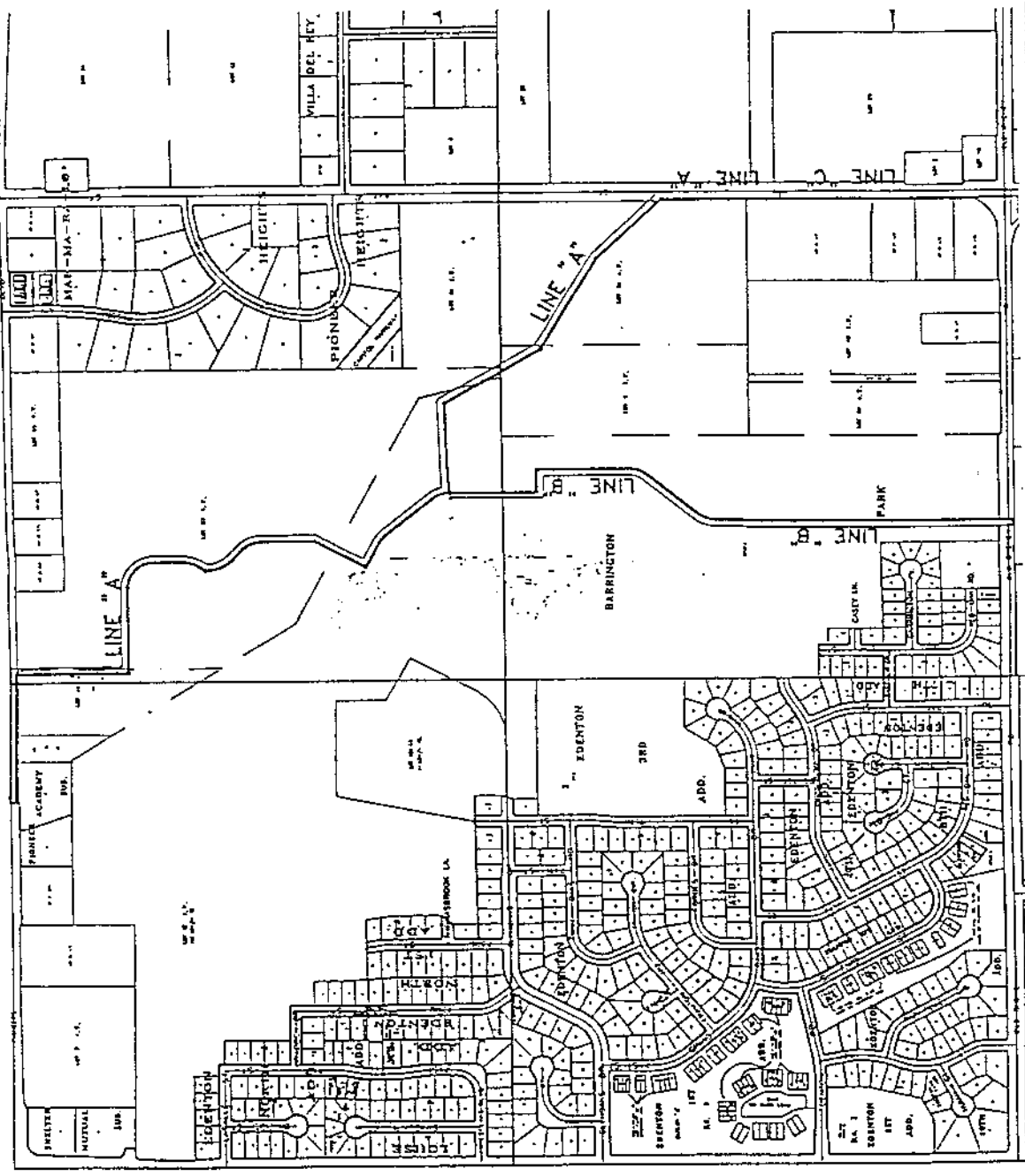
Outlot A, Barrington Park Addition, Lincoln, Lancaster County, Nebraska;

Lot 49, Irregular Tracts and that portion of Lot 102, Irregular Tracts already included within the City of Lincoln, all located in the North Half of Section 10, Township 9 North, Range 7 East of the 6th P.M., Lincoln, Lancaster County, Nebraska; and

That portion of Lot 57, Irregular Tracts already included within the City of Lincoln, located in the Northeast Quarter of Section 10, Township 9 North, Range 7 East of the 6th P.M., Lincoln, Lancaster County, Nebraska

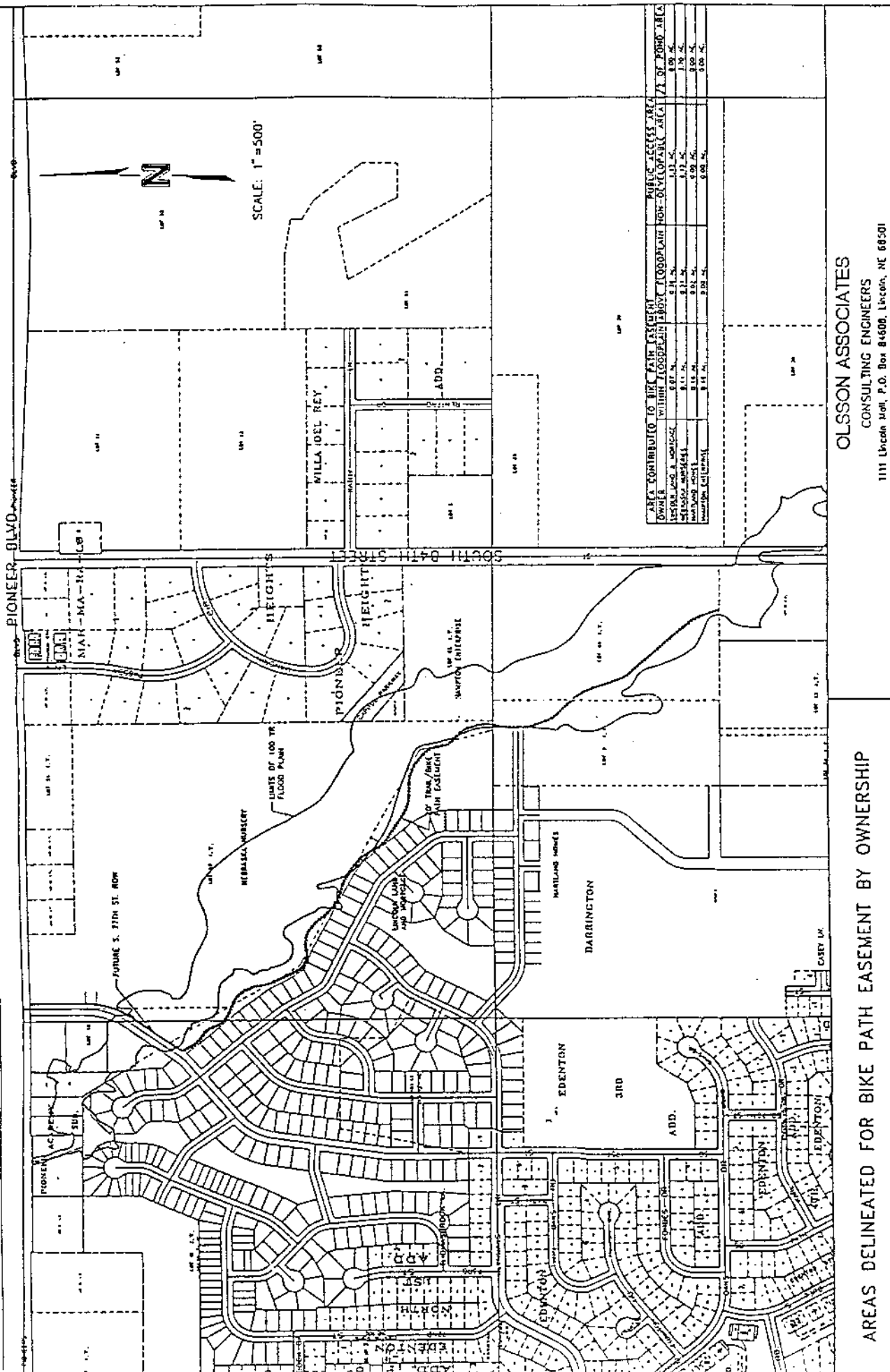


NO SCALE



OLSSON ASSOCIATES
 CONSULTING ENGINEERS
 1111 Lincoln Mall, P.O. Box 54608, Lincoln, NE 68501

ANTELOPE CREEK TRUNK SEWER COALITION
 SANITARY SEWER ALIGNMENTS EXHIBIT

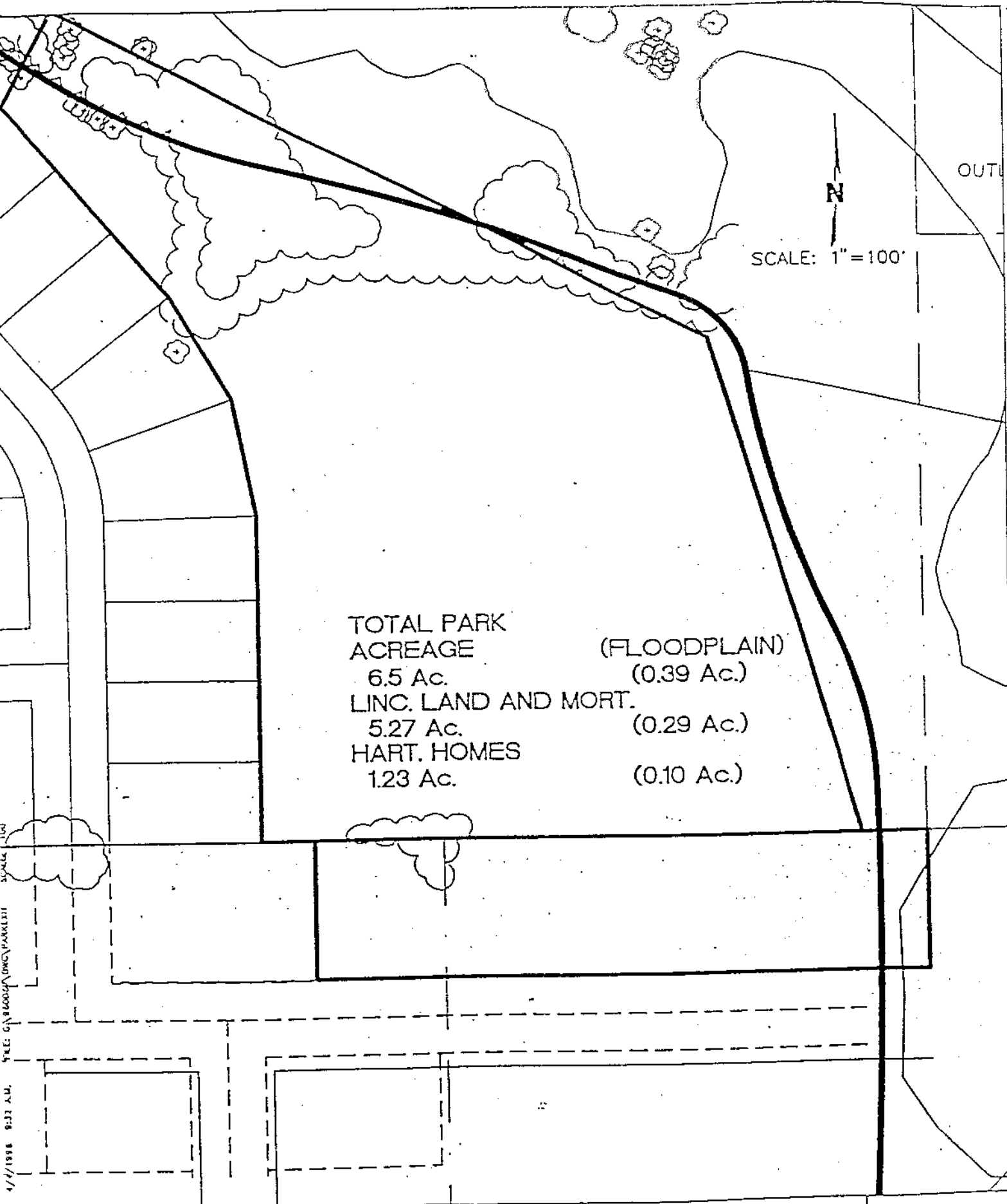


OLSSON ASSOCIATES

CONSULTING ENGINEERS

1111 Locust Hill, P.O. Box 84608, Lincoln, NE 68501

AREAS DELINEATED FOR BIKE PATH EASEMENT BY OWNERSHIP



N
SCALE: 1" = 100'

TOTAL PARK	(FLOODPLAIN)
ACREAGE	
6.5 Ac.	(0.39 Ac.)
LINC. LAND AND MORT.	
5.27 Ac.	(0.29 Ac.)
HART. HOMES	
1.23 Ac.	(0.10 Ac.)

4/1/1998 9:33 A.M.
FILE: C:\BLOGG\DWG\PARKE111

ATTACHMENT "L"
SUBDIVISION AGREEMENT

This Subdivision Agreement is made and entered into as of this ____ day of _____, 1996, by and between the City of Lincoln, Nebraska, a municipal corporation ("City") and Lincoln Christian School Association, Inc., a Nebraska corporation ("School").

A. On _____, 1996, the School and additional property owners entered into the Antelope Conditional Annexation and Zoning Agreement ("Annexation Agreement").

B. Under the Annexation Agreement the City has agreed to annex the School Tract described on Exhibit "A", which is attached hereto and incorporated herein by this reference, provided the necessary municipal infrastructure improvements set forth in the Annexation Agreement are constructed to serve and accommodate the area being annexed.

C. A portion of the School Tract will not be sewerable after the construction of the sewers described in the Annexation Agreement.

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

1. The School and City recognize and acknowledge that upon completion of the sewers described in section (a)1 of the Annexation Agreement that that portion of the School Tract described on Exhibit "B", which is attached hereto and incorporated herein by this reference ("Nonsewerable Property"), will not be sewerable.

2. The School agrees that it will not request sanitary sewer service for the Nonsewerable Property until such time as additional sewers that will service the Nonsewerable Property are constructed.

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

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

ATTEST: _____
City Clerk

By: _____
Mike Johanns, Mayor

LINCOLN CHRISTIAN SCHOOL
ASSOCIATION, INC., a Nebraska
corporation

By: _____
David A. Drevo, Secretary

EXHIBIT "A"

SCHOOL TRACT

Lots 46 and 47, and that portion of Lot 64, Irregular Tracts in the Northeast Quarter of Section 15, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, more particularly described as follows:

Commencing at the northeast corner of said Section 15, thence on an assumed bearing of north 89 degrees 50 minutes 27 seconds west along the north line of said Section 15, a distance of 930.00 feet to the northeast corner of Lot 41 I.T., thence south 0 degrees 01 minutes 34 seconds east along the east line of Lot 41 I.T., a distance of 463.00 feet to the southeast corner of Lot 41 I.T., said point being the northeast corner of said Lot 64 I.T., and the true point of beginning, thence continuing south 0 degrees 01 minutes 34 seconds east along the east line of said Lot 64 I.T., said line being the west line of Lots 46 I.T. and 47 I.T., a distance of 935.39 feet to the southwest corner of Lot 47 I.T., thence north 89 degrees 50 minutes 27 seconds west along an extension of the south line of Lot 47 I.T., a distance of 209.05 feet to a point, thence north 1 degrees 19 minutes 29 seconds east, a distance of 935.58 feet to a point on the north line of said Lot 64 I.T., thence south 89 degrees 50 minutes 27 seconds east along the north line of said Lot 64 I.T., said line being the south line of Lot 41 I.T., a distance of 186.99 feet to the point of beginning, said tract contains a calculated area of 4.25 acres more or less.

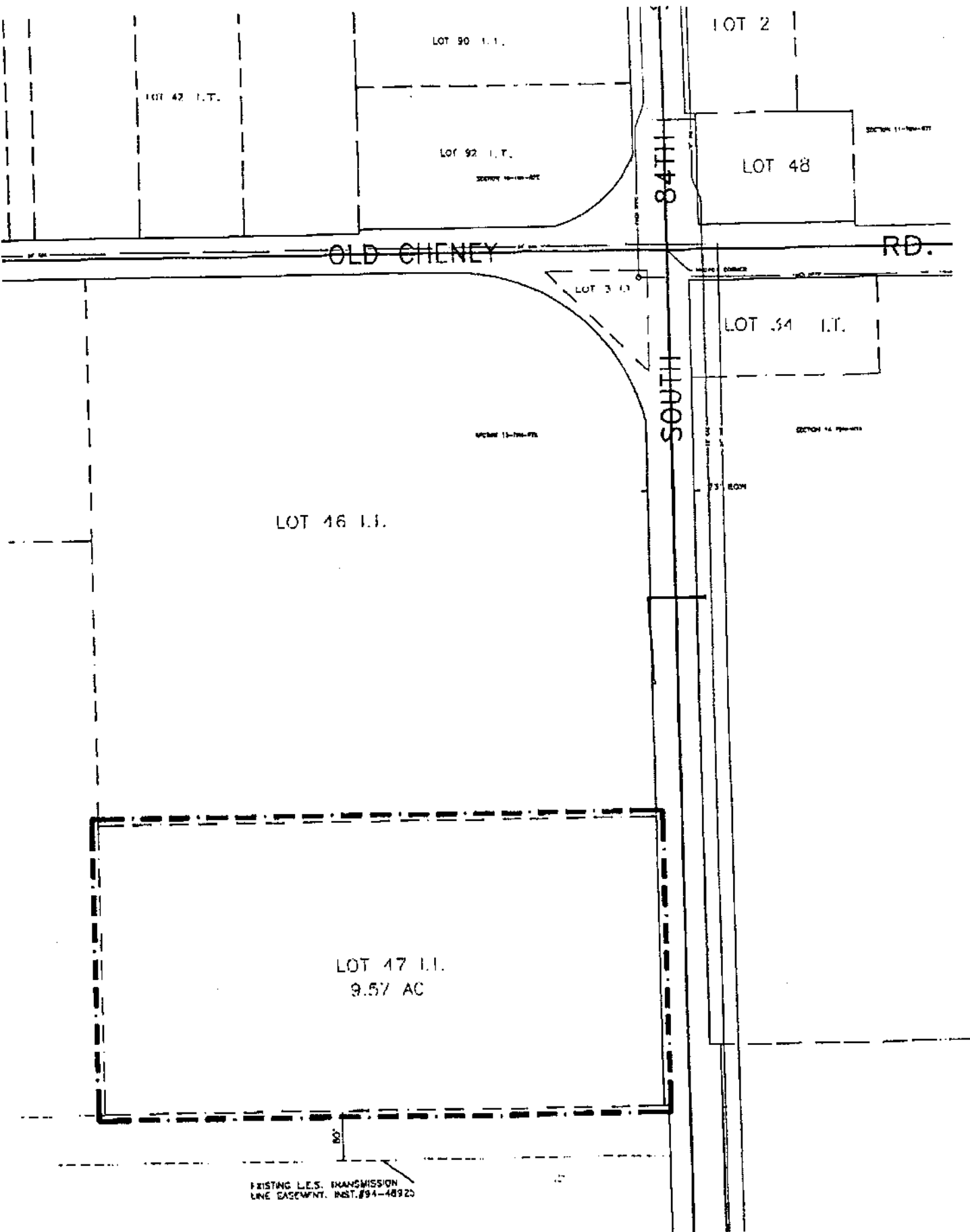


Exhibit "B"