

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into as of this 28TH day of OCTOBER, 1996, by and between the CITY OF LINCOLN, NEBRASKA, a municipal corporation, hereinafter referred to as "City", and JOHN VESTECKA, hereinafter referred to as "Owner."

ARTICLE I.

RECITALS

1. The Planning Director has recommended amending the Lincoln City-Lancaster County Comprehensive Plan to adopt a revised Figure 65 entitled "Anticipated 2015 Lincoln Service Limit and Phasing Plan" to designate the remaining portion of Lot 142, I.T., in the Southeast Quarter of Section 33, Township 10 North, Range 6 East of the 6th Principal Meridian, Lincoln, Lancaster County, Nebraska, (hereinafter "Lot 142, I.T.") as Blue (Phase I -- Ready for Immediate Development).
2. Owner has requested that the City annex said Lot 142, I.T.
3. The City is willing to amend the Lincoln City-Lancaster County Comprehensive Plan as amended to designate Lot 142, I.T. as Blue (Phase I) and the City is also willing to annex Lot 142, I.T. provided that the necessary municipal infrastructure improvements are constructed in a timely manner to serve and properly accommodate the area of the annexation.
4. The City and Owner recognize that the City does not currently have sufficient funds to devote to Lot 142, I.T. to provide for the construction of the necessary infrastructure improvements and recognize that in order to support the Comprehensive Plan amendment and annexation of Lot 142, I.T., it is necessary that the Owner assume certain cost responsibilities for various portions of the necessary municipal infrastructure improvements.

5. The City and Owner are entering into this Agreement for the purpose of providing for the construction of the infrastructure improvements necessary for the annexation and Comprehensive Plan amendment and for the allocation of cost responsibilities for such infrastructure between the City and the Owner.

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

ARTICLE II.

COMPREHENSIVE PLAN AMENDMENT AND ANNEXATION

A. Concurrent Approval. The City Council of the City concurrently with the approval of this Agreement is:

- (1) Amending the Lincoln City-Lancaster County Comprehensive Plan, as amended, to designate Lot 142, I.T., as Blue (Phase I) on Figure 65 of the Plan entitled "Anticipated 2015 Lincoln Service Limit and Phasing Plan;" and
- (2) Annexing Lot 142, I.T.

ARTICLE III.

SANITARY SEWER IMPROVEMENTS

A. The Owner shall construct at Owner's own cost and expense an eight-inch sanitary sewer to serve Lot 142, I.T. The sewer will run approximately from the intersection of vacated South Street and the Folsom Bypass to Southwest 15th and West Van Dorn; provided, however, that if the Public Works and Utilities Department determines a ten-inch sewer is needed to provide adequate depth to serve Lot 142, I.T., the Owner will pay for the cost of a ten-inch sewer. If the Public Works and Utilities Department determines that a larger sewer is needed to serve the adjacent Lot 109, I.T., the City agrees to pay for the cost of the oversize from the size of the sewer required to service Lot 142, I.T.

B. In the event that the City pays for any of the oversizing of the sanitary sewer, the City shall, pursuant to § 24.52.010 of the Lincoln Municipal Code, establish and file sewer connection fees for those privately owned properties abutting the sewer extensions required to be constructed under A above. At such time as the owner of Lot 109 I.T. or the owner of any other privately owned property who has not contributed to the construction of the sewer extension seeks to be connected to the sewer, such owner shall be required to pay the connection fee and if such connection is made within ten years of the date of this Agreement, the City shall, after first recovering the cost of oversizing the sanitary sewer, pay to Owner the amount of any connection fee so collected up to the amount of the cost of the installation of the required eight-inch or ten-inch sanitary sewer outside the limit of Lot 142, I.T. The City shall not be liable to Owner in the event of any failure on its part, by negligence or otherwise, to collect all or any part of the connection fees established hereunder. Notwithstanding the above, no such abutting property shall be permitted to connect to such sewer until the property has been annexed into the corporate limits of the City.

C. The sanitary sewer 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. Such construction shall be pursuant to the City's executive order process.

D. Owner shall acquire all temporary and permanent easements necessary for the construction and operation of the above-described sanitary sewers at Owner's 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, 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 easements to be acquired shall be approved by the City Engineer prior to commencement of negotiations for acquisition of the same.

ARTICLE IV.

WATER MAIN

A. Owner shall construct, at Owner's own cost and expense, a twelve-inch water main either in Southwest 12th Street from the current city limits to West Van Dorn Street or at an alternative location acceptable to the Public Works & Utilities Department.

B. Owner agrees to provide an internal loop system within the area of a future preliminary plat of Lot 142, I.T. or pay for the cost of a water main in West Van Dorn from Southwest 12th Street to Coddington Avenue in order to provide an adequate loop system.

C. The water main 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. Such construction shall be pursuant to the City's executive order process.

ARTICLE V.

STREET IMPROVEMENTS

A. Owner agrees to develop Southwest 15th Street through Lot 142 I.T. as a collector street and to dedicate 72 feet of right-of-way for the street. Owner further agrees to pay for the 39 feet width of paving for Southwest 15th Street.

B. Owner understands agrees that the functional classification of West Van Dorn Street is "minor urban arterial" and Owner agrees to dedicate, at no cost to the City, one-half of the 100 feet of right-of-way for West Van Dorn Street.

ARTICLE VI.

SECURITY

Owner agrees to provide the City a bond, escrow, or security agreement approved by the City Attorney in the amount of One Hundred Eighty-five Thousand Dollars (\$185,000.00) to insure completion of the sanitary sewer (\$75,000), water mains (\$40,000), and street improvements (\$70,000) described in Articles III, IV, and V of this Agreement.

ARTICLE VII.

SOUTHWEST RURAL FIRE DISTRICT

The City understands that Lot 142 I.T. is presently located in the Southwest Rural Fire District and that the annexation of Lot 142 I.T. will require the City and the Southwest Rural Fire District to make an equitable division of the assets, liabilities, maintenance or other obligations of the Southwest Rural Fire District for a change in the boundaries of the district so as to exclude Lot 142 I.T.

ARTICLE VII.

FUTURE COST RESPONSIBILITIES

Except as stated herein, 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 approval of future zoning requests, plats, and dedications, use permits, special permits, planned unit developments, or community development plans incorporating therein Lot 142, I.T., or any portion thereof which has been subject to annexation 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.

**ARTICLE VIII.
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.

**ARTICLE IX.
AMENDMENTS**

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

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

ATTEST:

[Signature]
City Clerk

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

[Signature]
Mike Johanns, Mayor

[Signature]
John Vestecka, Owner

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 28TH day of OCTOBER, 1976, by Mike Johanns, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 12 day of Sept, 1996 by John Vestecka.



Teresa McKinstry
Notary Public nee Thomas