


CERTIFICATE

STATE OF NEBRASKA)
)
COUNTY OF LANCASTER) ss:
)
CITY OF LINCOLN)

I, Teresa J. Meier, City Clerk of the City of Lincoln, Nebraska, do certify that the above & foregoing is a true & correct copy Ordinance No. 20557 - Approving Amendment No. 1 to the Annexation Agreement between the City of Lincoln and the Rokeby Road Coalition Property Owners to approve an alternate road design for the paving of Rokeby Road from South 70th Street to South 84th Street and to provide funding for the construction of Rokeby Road from South 70th Street to Carpathian Way as the initial phase of construction and to provide funding for the LES Rokeby Road Intersection Improvements and to approve two Regional Detention Cells to meet the stormwater detention needs of the Coalition Watershed Property, passed by the City Council of the City of Lincoln, Nebraska, at its meeting held Monday, September 25, 2017 as the original appears of record in my office, and is now in my charge remaining as City Clerk aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand officially & affixed the seal of the City of Lincoln, Nebraska, this 28th day of September, 2017.

Teresa J. Meier
City Clerk





20557

17-100

Introduce: 9-11-17

ORDINANCE NO. 20557

1 BE IT RESOLVED by the City Council of the City of Lincoln, Nebraska:
 2 That Amendment No. 1 to the Annexation Agreement for Rokeby Road Coalition which
 3 is attached hereto, marked as Attachment "A" and made a part hereof by reference, between
 4 the City of Lincoln, Nebraska and the Rokeby Road Coalition Property Owners to approve an
 5 alternate road design for the paving of Rokeby Road from South 70th Street to South 84th Street,
 6 to provide funding for the construction of Rokeby Road from South 70th Street to Carpathian
 7 Way as the initial phase of construction, to provide funding for the LES Rokeby Road
 8 Intersection Improvements, and to approve two Regional Detention Cells to meet the
 9 stormwater detention needs of all of the Coalition Watershed Property, is hereby approved and
 10 the Mayor is authorized to execute the Amendment No. 1 on behalf of the City.

11 BE IT FURTHER RESOLVED that the City Clerk is directed to return one fully executed
 12 copy of this Agreement to Tim Sieh, Assistant City Attorney, for distribution to the Rokeby Road
 13 Coalition Property Owners.

14 BE IT FURTHER RESOLVED that the City Clerk is directed to forward a copy of this
 15 Agreement to Michaela Dugan, Impact Fee Administrator.

See further Council Proceedings on next page.

Introduced by:

AYES: Camp, Christensen, Eskridge, Gaylor Baird, Lamm, Raybould, Shobe; NAYS: None.

Approved as to Form & Legality:

Jeffery R. Klitzsch
City Attorney

Approved this 25th day of Sept., 2017:

 Mayor



PASSED

SEP 25 2017

BY CITY COUNCIL

17-100

09/25/17 Council Proceedings:

RAYBOULD Moved motion to amend Bill No. 17-100 as follows:

Substitute the attached Amendment No. 1 to the Annexation Agreement for Rokeby Road Coalition attached hereto for the Amendment No. 1 to the Annexation Agreement for Rokeby Road Coalition attached to Bill No. 17-100.

Seconded by Lamm & carried by the following vote: AYES: Camp, Christensen, Eskridge, Gaylor Baird, Lamm, Raybould, Shobe; NAYS: None.

17-100

MOTION TO AMEND NO. 1

I hereby move to amend Bill No. 17-100 as follows:

Substitute the attached Amendment No. 1 to the Annexation Agreement for Rokeby Road Coalition attached hereto for the Amendment No. 1 to the Annexation Agreement for Rokeby Road Coalition attached to Bill No. 17-100.

Introduced by:



AYES: Camp, Christensen, Eskridge, Gaylor Baird, Lamm, Raybould, Shobe; NAYS: None.

Approved as to Form and Legality:


City Attorney

PASSED

SEP 25 2017

Requested by: Law Department

Reason for Request: To reflect the fact that the property previously held by the Charles J. Marquardt Revocable Trust and the June N. Marquardt Revocable Trust has been acquired by Lincoln Federal Bancorp, Inc. and the Marquardt trusts are no longer necessary parties to the annexation agreement. Lincoln Federal Bancorp, Inc. is already a part to the Agreement.

BY CITY COUNCIL

9-22-17

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 TO THE ANNEXATION AGREEMENT FOR ROKEBY ROAD COALITION (“Amendment No. 1”) is made and entered into as this 28th day of Sept., 2017 by and among the **City of Lincoln, Nebraska**, a municipal corporation (“City”), **Rokeby Holdings, Ltd.**, a Nebraska limited partnership (“Rokeby Holdings”), **The Catholic Bishop of Lincoln**, a Nebraska non-profit corporation (“Catholic Bishop”), **Carlton W. Talcott**, a single person (“CWT”), **Milton L. Talcott** and **Carol A. Talcott**, husband and wife (collectively “M&CT”), **SSAR, LLC**, a Nebraska limited liability company (“SSAR”), **Calruby, LLC**, a Nebraska limited liability company (“Calruby”), **The Carroll Krueger Company, LLC**, a Nebraska limited liability company, successor to Fred H. Smith and Janet L. Smith, husband and wife (collectively “CKC”), **Lincoln Federal Bancorp, Inc.** (“Lincoln Federal”), **Milton L. Talcott, Trustee and Carol A. Talcott, Trustee** (“M&CT Trustees”), **Talcott Land & Cattle, Inc.**, a Nebraska corporation (“Talcott Land”), **Southview, Inc.**, a Nebraska corporation (“Southview”) and **Milton L. Talcott, Trustee** (“M. Talcott Trustee”). Rokeby Holdings, Catholic Bishop, CWT, M&CT, SSAR, Calruby, CKC, Lincoln Federal, M&CT Trustees, Talcott Land, Southview and M. Talcott Trustee, may hereinafter jointly be referred to as the “Property Owners” or individually as a “Property Owner.”

RECITALS

1. The City and Property Owners previously entered into the Annexation Agreement for Rokeby Road Coalition dated as of January 5, 2015 (“Annexation Agreement”) outlining certain conditions and undertakings relating to the annexation of approximately 26.35 acres of property (“Property”) generally located north and south of Rokeby Road from 70th Street to 98th Street as legally described and shown on Attachment “A” attached to this Amendment No. 1.

2. The Annexation Agreement identifies the City’s and Property Owners’ responsibilities regarding the construction of infrastructure improvements, including Arterial Street Improvements, necessitated by the development of the Property.

3. Article VI.A. of the Annexation Agreement provides that “Rokeby Road from S. 70th Street to the east edge of the Property will be graded for an ultimate four through lanes with turn lanes and initially constructed as a Type D, RUTS Phase I road with two through lanes offset to the north, including (i) right and left turn lanes and full turn movement intersections at the approximate locations shown on Attachment “J” [to the Annexation Agreement], (ii) right turn lanes and limited movement intersections at the approximate locations shown on Attachment “J” [to the Annexation Agreement], and (iii) improvements at the intersections with S. 70th Street and S. 84th Street, all in accordance with the conceptual road plans attached hereto as Attachment “J” [to the Annexation Agreement] (collectively “Rokeby Road RUTS”).”

4. Article VI.A. further provides that “Rokeby Road RUTS includes Arterial Street Impact Fee Facility Improvements and Site Related Street Improvements. The Arterial Street Impact Fee Facility Improvements consist of the [Rokeby Road] two through lanes offset to the north from the center lane, with curb and gutter (where applicable) including the right and left turn lanes and full movement intersections shown on Attachment “J” [to the Annexation Agreement], as well as any improvements at the intersections with S. 70th Street and S. 84th Street. The Site

Related Street Improvements consist of the right turn lanes and limited movement intersections shown on Attachment “J” [to the Annexation Agreement]. The full movement intersections are generally located at the quarter mile points and the limited movement intersections are generally located at the 1/8 mile points.

5. The statements in Recitals 3 and 4 from the Annexation Agreement that the full turn movement intersections and the limited movement intersections as shown on Attachment “J” [to the Annexation Agreement] are in error. Attachment “K” is the correct Attachment.

6. In Article VI.A. of the Annexation Agreement, the City agreed:

- (a) To fund, design, grade, and rock Rokeby Road RUTS from S. 70th to S. 84th Street, including the intersections with S. 70th Street and S. 84th Street during the City’s fiscal year 2014/15.
- (b) Separate arterial street impact fees collected by the City from development of the Property and other lots identified in Article VI.A.2.ii. and utilize said fees to fund the pavement of Rokeby Road RUTS from S. 70th Street to S. 84th Street, and the design, grading, and pavement of Rokeby Road RUTS from S. 84th Street to the east edge of the Property.
- (c) Pave Rokeby Road RUTS from S. 70th Street to S. 84th Street and design, grade, and pave Rokeby Road RUTS from S. 84th Street to the east edge of the Property in phases [as provided in Article VI.A.3.] from west to east as sufficient RR Impact Fee funds are available or the City allocates other available road funds.
- (d) The Property Owners may accelerate the City’s construction of all or any phase of Rokeby Road RUTS prior to the collection of sufficient RR Impact

Fees by loaning the City the funds necessary to complete said phase of Rokeby Road RUTS.

7. The City and Property Owners acknowledge, without placing the blame or fault on any party, that the Rokeby Road Grading and Rokeby Road RUTS have not been completed in part due to the inability of the City to obtain a U.S. Army Corps of Engineers (USACE) Section 404 permit for the Rokeby Road Grading, the City's subsequent conclusion that Rokeby Road RUTS was not appropriate for this Section of Rokeby Road and the City's and Property Owners' differences regarding proposed alternatives to Rokeby Road RUTS, the funding of the alternatives, and timing of construction.

8. The Property Owners acknowledge that the City and Lancaster County have entered into an Interlocal Agreement for the construction of Rokeby Road from 84th Street east to 98th Street to accommodate Lincoln Electric System's construction of an operation center at approximately 91st Street and Rokeby Road ("LES Rokeby Road Improvements"). The LES Rokeby Road Improvements between S. 84th Street and S. 98th Street will consist of a two lane concrete paved roadway section with shoulders, raised median, and open ditches, without pedestrian facilities. Construction is anticipated to be completed by October 31, 2017. The LES Rokeby Road Improvements from 84th Street east to the east edge of the Property may, at the quarter mile points, require the addition of permanent intersection improvements, consisting of turn lanes or roundabouts, by the Property Owners as the Property is developed on either side of Rokeby Road ("LES Rokeby Road Intersection Improvements"). The Property Owners acknowledge and agree that the LES Rokeby Road Improvements, with the LES Rokeby Road Intersection Improvements, are an acceptable alternative to Rokeby Road RUTS.

9. The City and Property Owners now desire to amend the Annexation Agreement to approve an alternative road design for the paving of Rokeby Road from S. 70th Street to S. 84th

Street with full movement intersections at the quarter mile points shown on Attachment “J-1, Attachment J-2 and Attachment “K” as an Arterial Street Impact Fee Facility and to provide funding for the construction of Rokeby Road from S. 70th Street to Carpathian Way (approximately 77th Street) as the initial phase of construction and to provide funding for the construction of LES Rokeby Road Intersection Improvements shown on Attachment “J-2” as an Arterial Street Impact Fee Facility.

10. The City and Property Owners now desire to amend the Annexation Agreement to approve two Regional Detention Cells to meet the stormwater detention needs of all of the Coalition Watershed Property in lieu of providing stormwater detention for each individual development within the Coalition Watershed Property.

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants contained herein, the City and Property Owners agree that the Annexation Agreement be amended as follows:

1. That Article VI, Paragraph A. be amended to read as follows:

VI.

ARTERIAL STREET IMPROVEMENTS

A. Rokeby Road.

1. Rokeby Road Paving Improvements. Rokeby Road from S. 70th Street to S. 84th Street is shown in the Lincoln City – Lancaster County Comprehensive Plan as an arterial road improvement during the 25-year planning period to be constructed as two lanes plus intersection improvements. Presently, Rokeby Road from S. 70th to S. 98th Street is a two-lane rural cross section. Rokeby Road from S. 70th Street to the east edge of the Property will be graded for an ultimate four through lanes with turn lanes (“Rokeby Road Grading Improvements”) and initially constructed between S. 70th and S, 84th Street with

(i) two 20 foot wide concrete paved through lanes divided by a 20 foot wide curbed median, (ii) 250 foot long right (north to east bound) and left turn (south to east bound) lanes in 70th Street with reverse curve transitions back to existing pavement, (iii) roundabouts at major intersections (quarter mile points) between 70th and 84th Streets on Rokeby Road and (iv) 250 foot long right turn (north bound and south bound) and left turn (north bound) lanes in S. 84th Street with reverse curve transitions back to existing pavement (collectively “Rokeby Road Paving Improvements”). A typical cross section diagram for the initial phase of the Rokeby Road Paving Improvements (defined below) is attached as Attachment “J-1”. The Rokeby Road design for the Rokeby Road Improvements (defined below) is attached as Attachment “J-2”. The limited access intersection improvements on Rokeby Road at the 1/8 mile points west of S. 84th Street are “Site Related Improvements” to be constructed by the Property Owners at their own cost and expense and are not reimbursable from impact fees.

2. Funding of the Rokeby Road Grading Improvements, Rokeby Road Paving Improvements and LES Rokeby Road Intersection Improvements. The City has previously designated and appropriated funding in the amount of \$2,604,650 for said design, grading and paving of the Rokeby Road from S. 70th Street to S. 84th Street as a capital improvement project in the City’s Capital Improvement Program FY 2014/15 – 2019/20 (“Previous City CIP Funding”). In addition, the Property Owners have contributed Fifty Thousand Dollars (\$50,000) to the City to fund the estimated costs of the Rokeby Road Sewer Grading as shown on Attachment “N” and the City acknowledges receipt of the \$50,000 payment from the Property Owners.

a. The parties acknowledge that the City does not currently have funding available to design and construct the Rokeby Road Paving Improvements from S. 70th Street to Carpathian Way, the Rokeby Road Paving Improvements from Carpathian Way to S. 84th Street and the LES Rokeby Road Intersection Improvements from S. 84th Street east to the east edge of the Property (collectively the “Rokeby Road Project”). The City agrees to segregate arterial street impact fees collected by the City from development of the real property identified in (i) and (ii) below and utilize said fees to fund the design and construction of the Rokeby Road Project.

- i. the Property;
- ii. lots within Woodlands at Yankee Hill Addition, including impact fees collected after the date of this Agreement; and all additional real property located within the section bounded by S. 70th Street, Yankee Hill Road, S. 84th Street and Rokeby Road, annexed and for which Impact Fees become due after August 31, 2014;

(collectively the “Rokeby Rd. Impact Fees”). The City represents and warrants that Rokeby Road between S. 84th Street and S. 98th Street is designated in the City’s Access Management Policy as an arterial street, and that the collected Rokeby Rd. Impact Fees may lawfully be expended to fund the Rokeby Road Project as provided in this Agreement.

b. Notwithstanding the foregoing regarding use of the Rokeby Rd. Impact Fees, the City, at its sole discretion, shall have the option to fund all or portions of the Rokeby Road Project from funding sources other than Rokeby Rd. Impact Fees should other funding become available.

3. Phasing of Construction. The Rokeby Road Project shall be constructed in phases moving west to east from S. 70th Street, subject to the following conditions:

a. Initial Phase. The initial phase(s) of the Rokeby Road Project (“Rokeby Road Project Initial Phase”) shall consist of:

- (i) Construction of the Rokeby Road Grading Improvements and Rokeby Road Paving Improvements from S. 70th Street to Carpathian Way (approximately S. 77th Street); and
- (ii) Construction of the Rokeby Road Grading Improvements and rocking of a 26 foot wide segment of Rokeby Road on centerline from Carpathian Way to S. 84th Street.

b. Subsequent Phases. The subsequent phases of the Rokeby Road Project shall consist of:

- (i) Design and construction of the Rokeby Road Paving Improvements from Carpathian Way to S. 84th Street which may be completed in approximate quarter mile increments; and
- (ii) Design and construction of the LES Rokeby Road Intersection Improvements from S. 84th Street east to the east edge of the Property which may be completed in approximate quarter mile increments from west to east.

4. Construction of the Rokeby Road Project Initial Phase. Contingent upon timely receipt of required governmental approvals, including the 404 Permit for the Rokeby Road Grading Improvements, the City will bid and construct the Rokeby Road Project

Initial Phase as soon as reasonably possible, but no later than the City's fiscal year 2018/2019, subject to Section 5 below (Force Majeure).

a. Funding. The estimated costs of the Rokeby Road Project Initial Phase totals \$3,895,233 (which excludes the estimated cost for the sidewalks located on the south side of Rokeby Road right-of-way between S. 70th and S. 84th Street in the amount of \$61,585 to be separately funded by the City, at its expense). The Rokeby Road Project Initial Phase shall be funded by the City from:

(i) The Previous City CIP Funding designated and appropriated in the amount of \$2,604,650;

(ii) The total amount of Rokeby Rd. Impact Fees collected and available at the time of substantial completion of the Initial Phase of Rokeby Road ("Available Rokeby Rd. Impact Fees"). The parties stipulate that the City currently has Rokeby Rd. Impact Fees in the amount of \$755,520 ("Currently Available Rokeby Rd. Impact Fees"); and

(iii) A loan from Rokeby Holdings in the amount not to exceed \$535,063 (i.e. \$3,895,233 minus \$2,604,650 minus \$755,720). However, the parties agree that the \$535,063 maximum loan amount shall be correspondingly reduced by any additional Available Rokeby Rd. Impact Fees that exceed the Currently Available Rokeby Rd. Impact Fees. The loan shall be evidenced by a written promissory note in a form acceptable to the City and Rokeby Holdings ("Note").

The City shall first utilize the Previous City CIP Funding and Available Rokeby Rd. Impact Fees to fund the Rokeby Road Project Initial Phase and then fund the balance utilizing the funds loaned to the City by Rokeby Holdings (the "Loan Proceeds"). Any Loan Proceeds not expended shall be returned to Rokeby Holdings and the City shall reimburse Rokeby Holdings for all Loan Proceeds expended on the Rokeby Road Project

Initial Phase, without interest from the Available Rokeby Rd. Impact Fees collected and available after the substantial completion of the Rokeby Road Project Initial Phase and such City reimbursement(s) shall have first priority to such Available Rokeby Rd. Impact Fees.

b. Guarantee. Rokeby Holdings, as a condition precedent to the City's award of a bid and entering into a Contract for Construction of the Rokeby Road Project Initial Phase, shall place in escrow with an escrow agent acceptable to the City, for the benefit of the City, security for performance of the loan in the form of a bond, letter of credit, or agreement for escrow of security fund approved by the City Attorney in an amount equal to the amount of Loan Proceeds to be loaned to the City for such Improvements. The Loan Proceeds shall be paid to the City within fifteen days following receipt of written notice from the City that the City has expended the Previous CIP Funding and Currently Available Rokeby Road Impact Fees and needs the Loan Proceeds to complete the Rokeby Road Project Initial Phase.

In the event the City's bid(s) for the Rokeby Road Project Initial Phase is materially higher than the City's construction estimate of \$3,895,233, then the City and Rokeby Holdings will meet to determine whether (i) the City should reject the bid(s) and rebid in hopes that rebidding will cause the collective sum to be equal or less than \$3,895,233; (ii) an alternative design can be identified that could meet the public's interest while reducing costs; or (iii) Rokeby Holdings, at its option, would agree to loan (interest free) the excess amount to the City as evidenced by a written promissory note in a form acceptable to the City and Rokeby Holdings ("Note"). Otherwise, the City shall have the option to not construct the Rokeby Road Project Initial Phase.

5. Subsequent Phase Construction.

a. Construction. The City shall design and construct any subsequent phase Rokeby Road Paving Improvements from Carpathian Way to S. 84th Street and any subsequent phase of the LES Rokeby Road Intersection Improvements as sufficient Rokeby Rd. Impact Fee funds are available or the City allocates other available road funds for such construction. The Property Owners may accelerate the City's construction of all or any Rokeby Road Paving Improvements or LES Rokeby Road Intersection Improvements prior to the collection of sufficient Rokeby Rd. Impact Fees by loaning the City the funds necessary to complete said subsequent phase of such Improvements.

b. Trigger. Any Property Owner shall have the right to trigger the City's construction of a subsequent phase of the Rokeby Road Improvements or LES Rokeby Road Intersection Improvements by completing the following ("Triggering Owner"):

- (i) Providing written notice to the Director of Public Works and Utilities of the Triggering Owner's request to trigger construction of a specified phase of the Rokeby Road Paving Improvements or LES Rokeby Road Intersection Improvements ("Trigger Notice");
- (ii) Within thirty (30) days of receipt of the Trigger Notice, the City shall cause the preparation of an estimated cost for such phase of the Rokeby Road Paving Improvements or LES Rokeby Road Intersection Improvements identified in the Trigger Notice, and provide notice of said estimated cost and

the amount of Rokeby Rd. Impact Fees then collected and available for such specific subsequent phase of the Rokeby Road Paving Improvements or LES Rokeby Road Intersection Improvements to the Triggering Owner (“Subsequent Phase Available Rokeby Rd. Impact Fees”); and

- (iii) Triggering Owner shall place in escrow with an escrow agent, acceptable to the City, for the benefit of the City a bond, letter of credit, or other security agreement, approved by the City Attorney (“Rokeby Rd. Escrow”), in the amount of one hundred ten percent (110%) of the difference between the City’s estimated cost of the Triggering Owner’s phase of the Rokeby Road Paving Improvements or LES Rokeby Road Intersection Improvements identified in the Trigger Notice and the amount of the Subsequent Phase Available Rokeby Rd. Impact Fees (“Rokeby Rd. Escrow Amount”) to guarantee construction of the Triggering Owner’s phase of such Improvements.
- (iv) Upon Rokeby Rd. Escrow Amount being placed in the Rokeby Road Escrow the City shall design and bid the phase of the Rokeby Road Paving Improvements or LES Rokeby Road Intersection Improvements identified in the Trigger Notice as soon as reasonably possible. The City shall notify Triggering Owner of the actual bids and, in the event:

- (A) The actual lowest responsible bid exceeds the Rokeby Rd. Escrow Amount, then the Triggering Owner will increase the amount of the Rokeby Rd. Escrow Amount held in the Rokeby Rd. Escrow to cause the adjusted Rokeby Rd. Escrow Amount to be equal to one hundred ten percent (110%) of the actual lowest responsible bid minus the Subsequent Phase Available Rokeby Rd. Impact Fees; or
- (B) The actual lowest responsible bid is less than the Rokeby Rd. Escrow Amount, then the Triggering Owner may decrease the amount of the Rokeby Rd. Escrow Amount held in the Rokeby Rd. Escrow to be equal to one hundred ten percent (110%) of the lowest responsible bid minus the Subsequent Phase Available Rokeby Rd. Impact Fees.
- (v) The City shall first utilize the Subsequent Phase Available Rokeby Rd. Impact Fees, if any, to fund such Rokeby Road Paving Improvements or LES Rokeby Road Intersection Improvements, and then utilize funds of the Triggering Owner. The City will provide the Triggering Owner an invoice for said actual additional amount. If actual amount costs exceed the Rokeby Rd. Escrow Amount in the Rokeby Rd. Escrow, then the Triggering Owner shall be responsible to advance the excess costs to the City.

- (vi) The City shall reimburse the Triggering Owner for all funds expended on the Rokeby Road Paving Improvements or LES Rokeby Road Intersection Improvements from Rokeby Rd. Impact Fees collected, and such reimbursement shall have first priority to the Rokeby Rd. Impact Fees after the City funds or reserves funds for the initial phase and any earlier subsequent phased segment(s) of the Rokeby Road Paving Improvements or LES Rokeby Road Intersection Improvements.

6. Final Platting.

- a. Lots abutting Rokeby Road. Notwithstanding Note 16 from the approved Grand View Estates Community Unit Plan (i.e. Special Permit No. 14015) the parties agree that lots within the Grandview Estates Community Unit Plan or any future abutting approved preliminary plats or community unit plans between S. 70th Street and Carpathian Way may be final platted within 110 feet of unpaved Rokeby Road once Rokeby Holdings has placed in escrow with an escrow agent, acceptable to the City, for the benefit of the City, the bond, escrow, letter of credit, or other agreement for escrow of security fund approved by the City Attorney to guarantee the Loan Proceeds to be loaned to the City for the initial phase of the Rokeby Road Paving Improvements.

Rokeby Holdings agrees to reimburse the City on an annual basis for the City's cost to apply twice a year dust control on unpaved Rokeby Road between Carpathian Way and S. 84th Street. This cost would include materials, equipment, labor, and any other cost incurred by City for City forces or City contractors to

perform this service. Rokeby Holdings agrees to make said reimbursement payment to the City within 30 days following receipt of an invoice from the City requesting the annual payment.

b. The parties acknowledge that if a proposed preliminary plat or final plat of the Property or part thereof shows an Internal Street that will (i) directly connect (or indirectly connect through other Internal Street(s) shown on an approved preliminary plat and/or final plat) with S. 70th or S. 84th Street or (ii) will directly connect (or indirectly connect through other Internal Street(s) shown on an approved preliminary plat and/or final plat) with Rokeby Road at one of the approved access points shown on Attachment “K”, then such Internal Street(s) will not be deemed to be a permanent dead end street and thus, will not be subject to the requirements in Section 26.23.080 of the Lincoln Municipal Code applicable to permanent dead end streets, including but not limited to the limitation of forty (40) or less units on a dead end street.

B. S. 84th Street and S. 70th Street. S. 84th Street and S. 70th Street from Yankee Hill Road to the south edge of the Property are shown in the Lincoln City – Lancaster County Comprehensive Plan as four lanes plus center turn lanes, arterial streets, but neither Street is shown for construction during the 25-year planning period. Presently, S. 84th Street and S. 70th Street from Yankee Hill Road to the south edge of the Property are two-lane rural cross sections. The City intends to design, grade and construct in the foreseeable future these portions of S. 84th Street and S. 70th Street as four lanes, plus turn lanes, along with full turn movement access points in the approximate locations shown on Attachment “K” (collectively “Four-Lane 84th and 70th Streets”). The City, at its expense, will design, grade and construct Four-Lane 84th and 70th Streets. Notwithstanding the

above, the Property Owners agree that if any final plat development of the Property commences greater than one year prior to the City Public Works Director's best judgment of the City's anticipated date for constructing the above-described Four-Lane 84th and 70th Streets, then the Property Owners shall, at their own cost and expense, design and construct temporary right and left turn lanes at each final platted street connection to S. 84th Street and/or S. 70th Street as required by the City.

C. **Internal Streets.** Additional City local and collector streets will be required within the Property to serve the Property and the Third Party Properties (collectively "Internal Streets" and individually an "Internal Street"). The Internal Streets shall be constructed by the Property Owner whose individual Parcel(s) of the Property is included within a preliminary plat, special permit, use permit or planned unit development which shows an Internal Street. Construction of the Internal Street shall be at such Property Owner's own cost and expense, under the authority of an executive order issued by the Mayor of the City in phases as part of the platting process.

D. **Dedication of Street Right-of-Way.** At the time of the applicable final platting or prior to construction of the Rokeby Road Paving Improvements or LES Rokeby Road Improvements, the applicable Property Owners agree to dedicate, at no cost to the City, the additional right-of-way needed to provide 120 feet of right-of-way for the Rokeby Road Paving Improvements, with additional right-of-way (i) required at the intersections for right turn lanes or roundabouts, and (ii) for the location of the Trail, if required. At the time of the applicable final platting of S. 84th Street and S. 70th Street, the applicable Property Owners agree to dedicate, at no cost to the City, the additional right-of-way needed to provide 120 feet of right-of-way for S. 84th Street and S. 70th Street, with additional right-of-way (i) required at the intersections for right turn lanes, and (ii) for the

location of the Trail, if required. The Property Owners shall dedicate and convey the necessary right of way for the construction and operation of the Internal Streets set forth herein that are located within each Property Owner's Property, without additional cost or consideration, in conjunction with the construction of such Internal Street as set forth herein.

2. That Article VII, Paragraph A. be amended to read as follows:

VII.

TRAILS

A. Trails. At the time of the applicable final platting or prior to construction of the hiker/biker trail as generally shown on Attachment "L" (collectively "Trail"), the applicable Property Owner shall dedicate or grant to City, at no cost to the City, the necessary easements for said Trail. The width of the right-of-way or easement for the Trail will vary depending upon whether the location of the Trail is located within an arterial right-of-way, local street right-of-way or crossing an outlot area. In order to accommodate the Trail, the additional maximum width of arterial street right-of-way of Rokeby Road or S. 84th Street shall be ten (10) feet wide. The additional maximum width of right-of-way for an abutting a local street shall be six (6) feet wide. The maximum width of a trail easement crossing an outlot area shall be twenty (20) feet wide. The location of the Trail crossing an outlot will generally follow the route of the underground sanitary sewer. The Trail crossings of Rokeby Road and S. 84th Street shall be at grade, unless (i) as part of the Rokeby Road Paving Improvements, the City determines it is feasible to have the Trail cross underneath Rokeby Road; or (ii) as part of the City's design plans for Four Lane 84th Street, the City determines it is feasible to have the Trail cross underneath S. 84th Street. The City, at its expense, shall design, grade and construct the Trail, including any culverts,

stream crossings, street crossings, signage and signalization. The City further agrees to consult with the applicable Property Owners prior to commencing any design, grading or construction of the Trail to identify and eliminate or reduce, to the extent reasonably feasible, any development problems with the design and timing of said grading or construction. As part of the platting process, the applicable Property Owners agree to grant the City, at no cost to City, any temporary construction easements needed in order for the City to grade, install culverts and stream crossings and construct the Trail. The City, at its expense, will have maintenance, repair and replacement responsibilities for the Trail. The City agrees that during grading and construction of the Trail, the City shall indemnify, defend, and hold harmless the applicable Property Owner and its successors and assigns, from and against any and all losses, damages, claims, costs, expenses, or liabilities, including attorney fees, arising out of the City's negligence or willful misconduct in constructing the Trail. The City's agreement to indemnify, defend, and hold harmless the Property Owners against losses, damages, claims, costs, expenses, or liabilities, shall not apply where the losses, damages, claims, costs, expenses or liabilities are a result of the Property Owner's or its successors' or assigns' negligence or willful misconduct. Until the Trail is constructed, the Property Owners are entitled to farm the easement areas, but agree to hold the City harmless for any damages to crops and/or the Property within said easement areas when the City constructs the Trail improvements.

3. That Article IX, Paragraph A. be amended to read as follows:

A. **Watershed Master Plan.** In cooperation with the Lower Platte South Natural Resource District ("NRD"), the Property Owners and City developed the Upper Wagon Train Watershed Master Plan ("Watershed Master Plan") which has been approved

by the NRD and City. The Watershed Master Plan includes those portions of the Property located within the Wagon Train Watershed which are identified on Attachment “P” as the “Coalition Watershed Property”. The Watershed Master Plan identifies the design of two detention cells to provide required stormwater detention storage for the Coalition Watershed Property which are also shown on Attachment “P” (each a “Regional Detention Cell”, and collectively, the “Regional Detention Cells”). The northern Regional Detention Cell may be referred to hereinafter as the “North Cell”, and the southern Regional Detention Cell may be referred to hereinafter as the “South Cell”. The Property Owners who own the Coalition Watershed Property (“Watershed Property Owners”) and City agree there is mutual benefit in the construction of the Regional Detention Cells to meet the stormwater detention needs of all of the Coalition Watershed Property in lieu of providing stormwater detention for each individual development within the Coalition Watershed Property.

1. North Cell Stormwater Easement. City shall convey a stormwater easement for the North Cell to be located upon the Jensen Park Property to Watershed Property Owners for stormwater drainage and detention requirements for development as described below:

a. In consideration of the other contributions of this Agreement, the City and Watershed Property Owners are simultaneously executing and delivering a recordable, nonexclusive and perpetual Stormwater Drainage and Detention Easement, attached hereto and incorporated herein by this reference as Attachment “R”, providing the legal right to convey and store stormwater and/or surface water on the North Cell, which is approximately 6.84 acres of property owned by the City east of South 84th Street as shown on Attachment “Q”. The Watershed Property

Owners shall be responsible for constructing, at its cost, the impoundment on the aforementioned North Cell as shown on Attachment "S". The Stormwater Drainage and Detention Easement is anticipated to accommodate a portion of the regional stormwater detention requirements for the Coalition Watershed Property in conformance with the Watershed Master Plan. Nothing in the Stormwater Drainage and Detention Easement shall prevent City from discharging and conveying stormwater from the Jensen Park Property at pre-development rates. The Watershed Property Owners will work with the City Parks and Recreation Department and the Watershed Management Division to modify the culvert under Hayak Drive to provide a stormwater control should it be requested by City.

2. Design and Construction of the Regional Detention Cells. The Watershed Property Owners shall design and construct the Regional Detention Cells in accordance with the City of Lincoln Standard Specifications and Drainage Criteria Manual guidelines to meet the detention requirements as documented in the Watershed Master Plan within the timeframes set forth below.

a. North Cell. The Watershed Property Owners shall provide design plans for the North Cell to the City for review and approval in conjunction with the first preliminary plat, special permit, use permit or planned unit development containing any portion of the Coalition Watershed Property. No portion of the Coalition Watershed Property may be final platted until the North Cell has been (i) constructed, (ii) a registered professional engineer who supervised the installation of the North Cell has certified to the City that the improvement has been installed in accordance with the approved plans, and (iii) said construction has been inspected and approved by the City Watershed Management Department.

b. South Cell. The Watershed Property Owners have acquired the land for the South Cell as shown on Attachment "P". The City acknowledges that a total of 150 acres of the Coalition Watershed Property may be preliminary platted and/or approved for a special permit, use permit or planned unit development before design and construction of the South Cell is triggered. At such time as a preliminary plat, special permit, use permit or planned unit development is submitted to the City which will cause the total number of acres within the Coalition Watershed Property with an approved preliminary plat, special permit, use permit or planned unit development to exceed 150 acres, the Watershed Property Owners shall provide design plans for the South Cell to the City for review and approval in conjunction with said preliminary plat, special permit, use permit or planned unit development. No more than 150 acres of the Coalition Watershed Property may be final platted until the South Cell has been (i) constructed, (ii) a registered professional engineer who supervised the installation of the South Cell has certified to the City that the improvement has been installed in accordance with the approved plans, and (iii) said construction has been inspected and approved by the City Watershed Management Department.

c. Escrow. Each Watershed Property Owner, at its expense, agrees to fund its pro rata share of the estimated design and construction costs of the Regional Detention Cells as shown on Attachment "S" in order to satisfy the stormwater detention requirements for the Coalition Watershed Property. Each Watershed Property Owner shall provide the City an agreement for escrow of security funds in the form attached hereto as Attachment "T", for its share of the costs identified on Attachment "S". Said funds shall be released by the City for the North Cell upon completion of construction of the North Cell by the Watershed Property

Owners and inspection and approval by the City Watershed Management Department. Said funds shall be released by the City for the South Cell upon completion of construction of the South Cell by the Watershed Property Owners and inspection and approval by the City Watershed Management Department.

3. Maintenance of the Regional Detention Cells. The Watershed Property Owners agree to maintain the Regional Detention Cells on a permanent and continuous basis, in good order and repair, including the routine and reasonable preventative maintenance. The Watershed Property Owners recognize that there may be additional maintenance issues or costs associated with providing the proper functioning of the Regional Detention Cells as they were designed and constructed and that these are the Watershed Property Owners' responsibility. The Watershed Property Owners agree to retain ownership of and/ or easement rights to use and the right of entry to the property upon which the Regional Detention Cells are located in order to perform the above-described maintenance on a permanent and continuous basis. However, the Watershed Property Owners may (i) assign the Stormwater Drainage and Detention Easement (Attachment "R") a permanent and continuous association of property owners and (ii) be relieved and discharged of such maintenance obligations upon creating in writing a permanent and continuous association of property owners who would be responsible for said permanent and continuous maintenance subject to the following conditions:

a. The Watershed Property Owners shall not be relieved of their maintenance obligation until a registered professional engineer who has supervised the installation of the Regional Detention Cells has certified to the City that the improvement has been installed in accordance with the approved plans; and

b. The maintenance agreements are incorporated into covenants and restrictions in deeds to the Coalition Watershed Property and the documents creating the association and the restrictive covenants have been reviewed and approved by the City Attorney and filed of record with the Lancaster County Register of Deeds.

4. Satisfaction of Stormwater Detention Requirements. The City agrees that the Watershed Property Owners' design and construction of the Regional Detention Cells in accordance with the terms of this Agreement shall satisfy the stormwater detention requirements for all of the Coalition Watershed Property, and no further stormwater detention obligations shall be imposed on the Coalition Watershed Property. The Watershed Property Owners acknowledge that the Coalition Watershed Property is still obligated to comply with the City's flood design criteria for new growth area and the Water Quality Standards for Post Construction Stormwater Management.

4. That Article XII., Notice is hereby amended and restated as follows:

XII.

NOTICE

A. Notice. Any notices required to be forwarded to a Party hereto shall be deemed appropriately given or delivered if sent by registered or certified United States Mail, postage prepaid, return receipt requested, addressed or delivered personally as follows:

(1) If to the City:

Mayor
555 South 10th Street
Lincoln, Nebraska 68508

(8) Intentionally omitted.

(9) If to Lincoln Federal:

Lincoln Federal Bancorp., Inc.
c/o Leo Schumacher
1101 N Street
Lincoln, NE 68508

(10) If to M&CT Trustees:
Milton and Carol Talcott
8100 Rokeby Road
Lincoln, NE 68516

with a copy to:

Rick Krueger
Krueger Development Company, Inc.
8200 Cody Drive, Suite F
Lincoln, NE 68512

(11) If to Talcott Land:

Talcott Land & Cattle, Inc.
10400 South 84th Street
Lincoln, NE 6516

with a copy to:

Rick Krueger
Krueger Development Company, Inc.
8200 Cody Drive, Suite F
Lincoln, NE 68512

(12) If to Southview:

Attention: Tom Schleich
8644 Executive Woods Drive
Lincoln, NE 68512

(13) If to Property Owners Attorney:

Seacrest & Kalkowski, PC, LLO
1128 Lincoln Mall, Suite 105
Lincoln, NE 68508

(14) If to Property Owners Engineer:
Civil Design Group
8535 Executive Woods Drive, Suite 200
Lincoln, NE 68512

Any Party hereto may change its address for notification purposes by written notice to all Parties hereto in the manner and method set forth within this paragraph.

5. That Article XIII, is hereby amended to add a new Section Q, Delay in Performance For Causes Beyond Control of Party (“Force Majeure”).

Q. Delay in Performance For Causes Beyond Control of Party (“Force Majeure”). For the purpose of any provisions of this Agreement, the parties or their successors or assigns, shall not be considered in breach or default of their obligations in the event of delay in the performance of such obligations due to causes beyond their reasonable control and without their fault, including acts of God, acts of the public enemy, act of the federal or state government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of contractors, or subcontractors due to such causes; it being the purpose and intent of this Section that in the event of the occurrence of any such delay, the time for performance of the obligations of a party with respect to construction of the improvements shall be extended for the period of delay, provided that in order to obtain the benefit of the provisions of this Section, the party seeking the benefit shall, within twenty (20) days after the beginning of any such delay, notify the other party thereof, in writing, and of the cause(s) thereof.

6. That Attachment “A”, Property Legal Description attached to the Annexation Agreement be replaced by the Attachment attached hereto marked as Attachment “A”.

7. That Attachment “J” in the Annexation Agreement and the reference of Attachment “J” in Article XIII, Paragraph C. “Conceptual Plan for Rokeby Road Improvements”, are replaced with

Attachment "J-1" (Typical Section, Rd, 70th St to Carpathian Lane) and Attachment "J-2" (Rokeby Road Improvements) attached hereto this Amendment No. 1.

8. That Attachment "P", Attachment "Q", Attachment "R", Attachment "S" and Attachment "T" are new attachments to this Amendment No. 1 and reference to them shall be added to Article XIII, Paragraph C of the Annexation Agreement.

SIGNATURE PAGES TO FOLLOW

Dated this 20th day of Sept., 2017.

“CITY”

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

By: 
Chris Beutler, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 28th day of Sept., 2017, by Chris Beutler, Mayor of the **City of Lincoln, Nebraska**, a municipal corporation, on behalf of the municipal corporation.

(Seal)




Notary Public

“ROKEBY HOLDINGS”

ROKEBY HOLDINGS, LTD.,
a Nebraska limited partnership

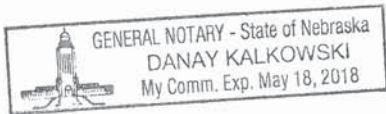
By: Rokeby GP, LLC, a Nebraska limited liability company

By: Southview, Inc., a Nebraska corporation, Member

By: 
Thomas G. Schleich, President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 25 day of August, 2017, by Thomas G. Schleich, President of Southview, Inc., a Nebraska corporation, Member of Rokeby GP, LLC, a Nebraska limited liability company, General Partner of **Rokeby Holdings, Ltd.**, a Nebraska limited partnership, on behalf of the limited partnership.




Notary Public

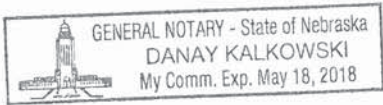
“SOUTHVIEW”


SOUTHVIEW, INC., a Nebraska corporation, Member

By: 
Thomas G. Schleich, President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 25 day of August, 2017, by Thomas G. Schleich, President of **Southview, Inc.**, a Nebraska corporation, on behalf of the corporation.




Notary Public

“CATHOLIC BISHOP”

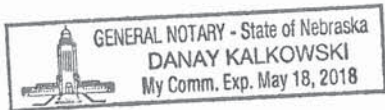
The Catholic Bishop of Lincoln, a Nebraska nonprofit corporation

By: [Signature]
Title: V.P.

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 5 day of Sept, 2017 by Timothy J Thorburn, Vice President of **The Catholic Bishop of Lincoln**, a Nebraska nonprofit corporation, on behalf of the nonprofit corporation.

(Seal)



[Signature]
Notary Public

"CWT"

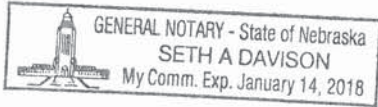
Carlton W. Talcott
Carlton W. Talcott, a single person

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 5th day of 09^{Sept}, 2017, by **Carlton W. Talcott**, a single person.

Seth Davison
Notary Public

(Seal)



“M&CT”

Milton L. Talcott

Milton L. Talcott, a married person

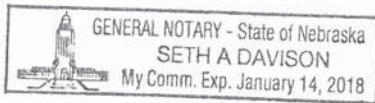
Carol A. Talcott

Carol A. Talcott, a married person

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 5th day of Sept., 2017, by **Milton L. Talcott**, a married person.

(Seal)



Seth Davison

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 5th day of Sept., 2017, by **Carol A. Talcott**, a married person.

(Seal)



Seth Davison

Notary Public

“SSAR”

SSAR, LLC, a Nebraska limited liability company

By: [Signature]

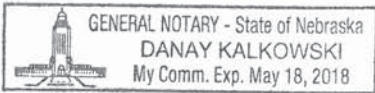
Title: Member

STATE OF NEBRASKA)

) ss.

COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 1 day of Sept, 2017 by Sean Smetter, Member of **SSAR, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.



(Seal)

[Signature: Danay Kalkowski]
Notary Public

“SSAR”

SSAR, LLC, a Nebraska limited liability company

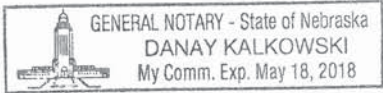
By: Steve A Areis

Title: Member

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 1 day of Sept, 2017 by Steve A Areis, Member of **SSAR, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.

(Seal)



Danay Kalkowski
Notary Public

"CKC"

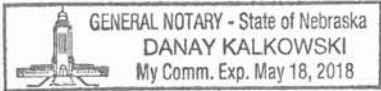
The Carroll Krueger Company, LLC, a
Nebraska limited liability company

By: Richard C Krueger

Title: MANAGER

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 5 day of Sept, 2017,
by Richard C Krueger as Manager of **The Carroll
Krueger Company, LLC**, a Nebraska limited liability company, on behalf of the limited liability
company.



(Seal)

Danay Kalkowski
Notary Public

THIS PAGE IS INTENTIONALLY OMITTED

"M&CT TRUSTEES"

Milton L. Talcott (Trustee)
Milton L. Talcott, Trustee

Carol A. Talcott, Trustee
Carol A. Talcott, Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 5 day of 09 / sept-, 2017, by **Milton L. Talcott, Trustee** a trustee of the Milton L. Talcott Revocable Trust, on behalf of the trust.

Seth Davison
Notary Public

(Seal)

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)



The foregoing instrument was acknowledged before me this 5 day of 09 / sept-, 2017, by **Carol A. Talcott, Trustee** a trustee of the Carol A. Talcott, Revocable Trust on behalf of the trust.

Seth Davison
Notary Public

(Seal)



"TALCOTT LAND"

Talcott Land & Cattle, Inc., a Nebraska corporation

Talcott Land & Cattle Inc

By: *Carlton W. Talcott*
Title: *President*

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this *05* day of *Sept.* 2017, by *Carlton W Talcott*, as *President* of **Talcott Land & Cattle, Inc.**, a Nebraska corporation, on behalf of the corporation.

(Seal)



Seth Davison
Notary Public

ATTACHMENT "A"
Property Legal Descriptions

Parcel 1 – Rokeby Holdings

Lot 68, Irregular Tract located in the Southwest Quarter of Section 27, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

Lot 38, Irregular Tract located in the Southwest Quarter of Section 27, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

Lots 13 and 15, Irregular Tracts located in the Northwest Quarter of Section 34, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

Parcel 2 - Calruby

Lot 40, Irregular Tract located in the Southeast Quarter of Section 27, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

Parcel 3 - CKC

Lots 10, 21 and 41, Irregular Tracts located in the Southeast Quarter of Section 27, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska.

Parcel 4 - SSAR

Lot 39, Irregular Tract located in the Southeast Quarter of Section 27, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

Parcel 5 - M&CT

Lot 23, Irregular Tracts located in the Southeast Quarter of Section 27, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

Parcel 6 – Lincoln Federal

Lot 1, Marquart Addition, Lancaster County, Nebraska

Parcel 7 - Lincoln Federal

Lot 2, Marquart Addition, Lancaster County, Nebraska

Parcel 8 - M&CT Trustees

Lots 35 and 36, Irregular Tracts located in the Northeast Quarter, Lots 32 & 33, Irregular Tracts located in the Southwest Quarter of Section 26, and Lots 31& 34 Irregular Tracts located in the Southeast Quarter, all in Section 26, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

Parcel 9 - Talcott Land

Lot 24, Irregular Tracts located in the Northwest Quarter of Section 35, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

Parcel 10 - M. Talcott Trustee

North half of Lot 23, Irregular Tracts located in the Northwest Quarter of Section 35, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

Parcel 11 – CWT

Lot 1, Irregular Tracts located in the Northwest Quarter of Section 35, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

Lots 7 and 10, Irregular Tracts located in the Northeast Quarter of Section 34, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

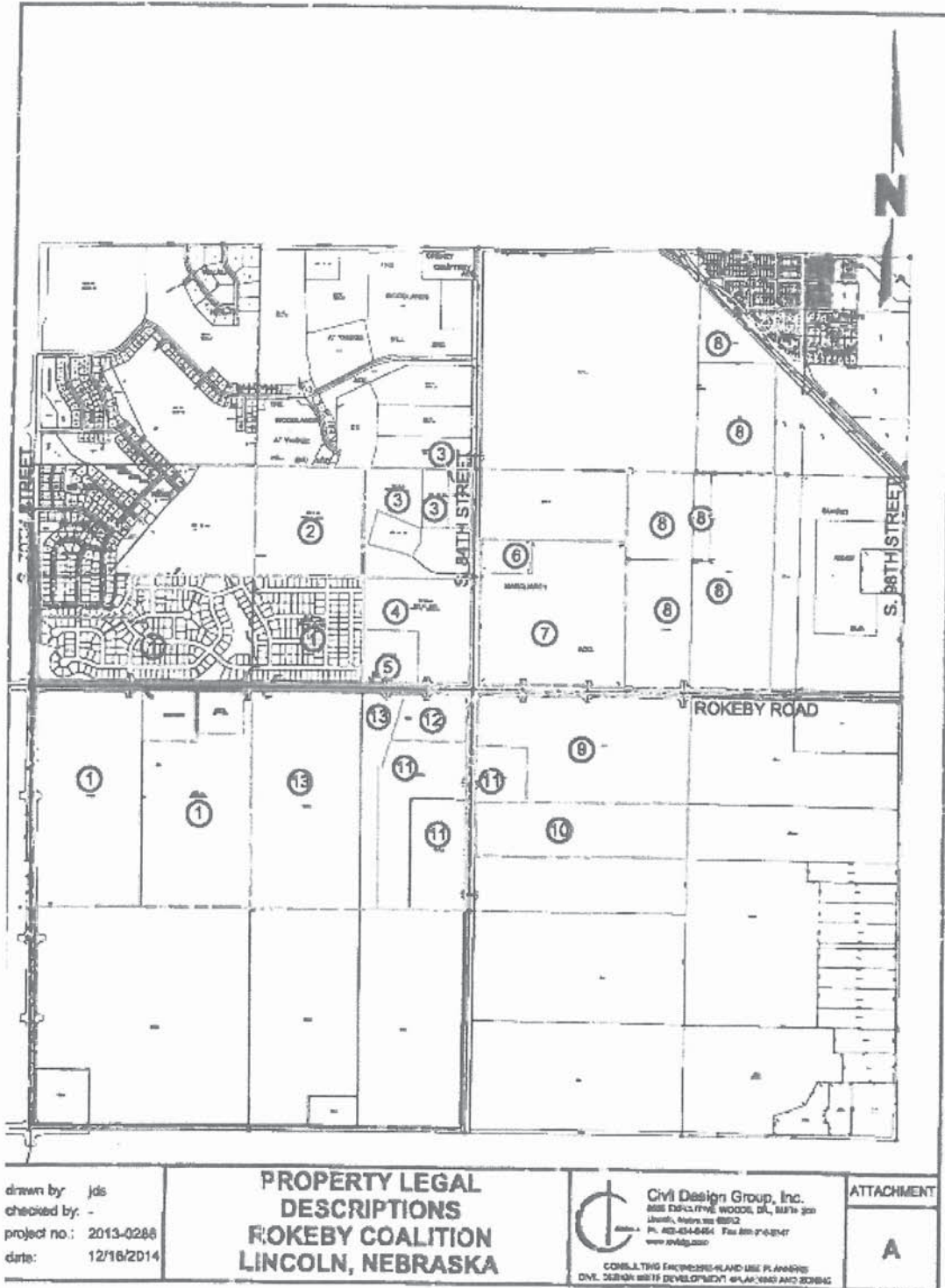
Parcel 12 - Catholic Bishop

Lot 17, located in the NE 1/4 of Section 34, Township 9N, Range 7 East, of the 6th P.M. Lancaster County, Nebraska

Parcel 13 – Southview

Lot 16, Irregular Tract located in the NW 1/4 of Section 35, T9N, R7E, of the 6th P.M. Lancaster County, Nebraska; and

Lot 21 Irregular Tract located in the NE ¼ of Section 34, Township 9 North, Range 7 East, of the 6th P.M., Lincoln, Lancaster County, Nebraska



drawn by: jds
 checked by: -
 project no.: 2013-0288
 date: 12/16/2014

**PROPERTY LEGAL
 DESCRIPTIONS
 ROKEBY COALITION
 LINCOLN, NEBRASKA**



Civil Design Group, Inc.
 888 EXPLORE WOOD DR, SUITE 200
 Lincoln, Nebraska 68502
 P: 402-454-8254 Fax: 402-454-8247
 www.civildesign.com

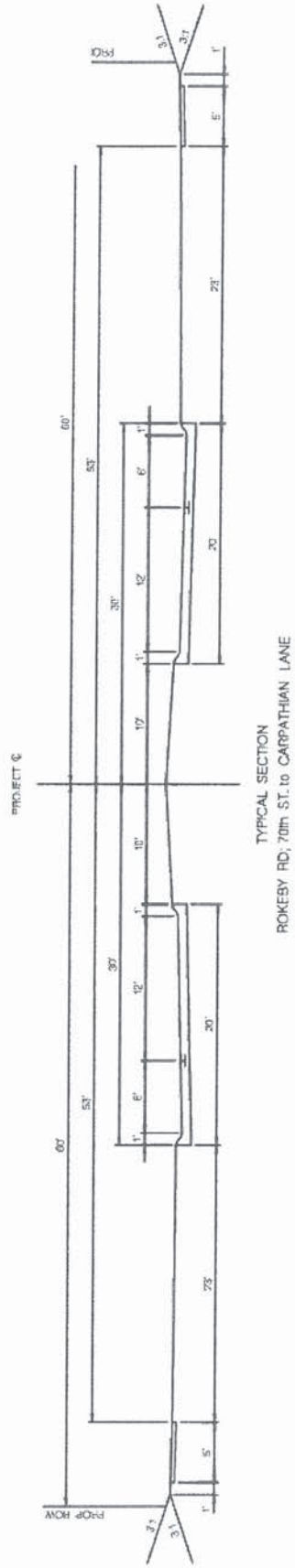
CONSULTING ENGINEERS-LAND USE PLANNERS
 CIVIL DESIGN GROUP DEVELOPMENT PLAN 2013 AND 2014

ATTACHMENT

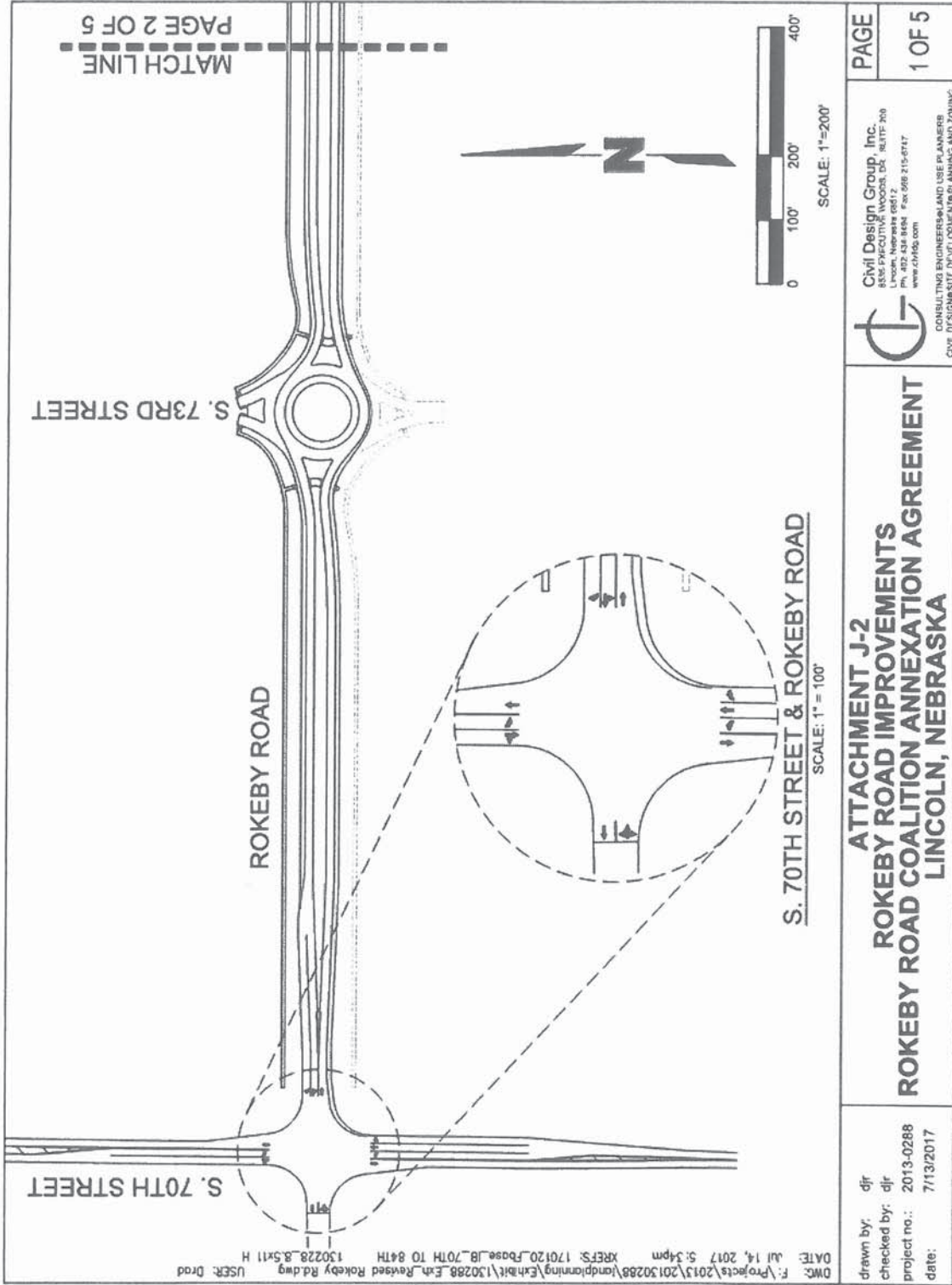
A

ATTACHMENT "J-1"

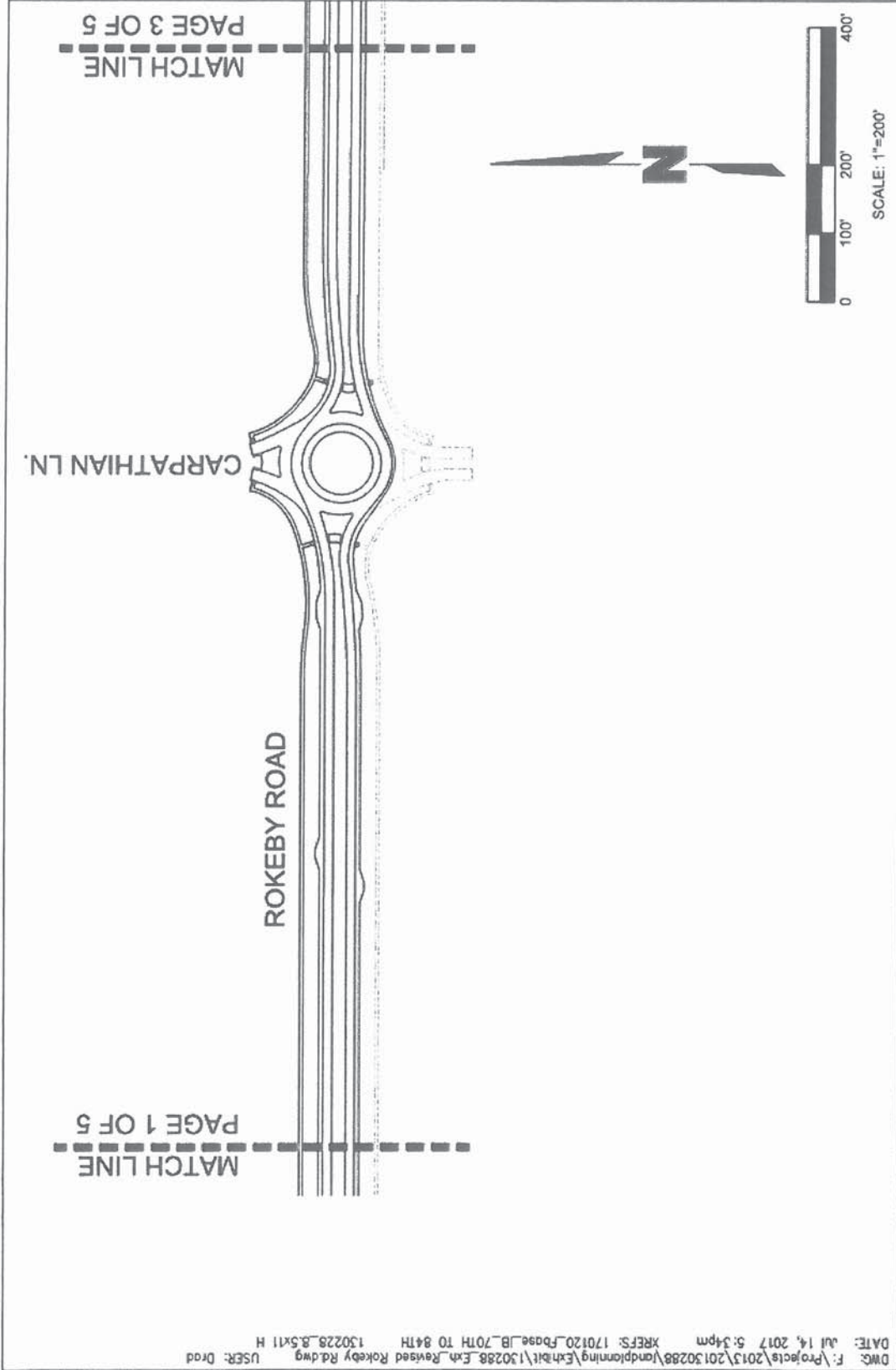
Conceptual Plan For Rokeby Road Improvements



ATTACHMENT "J-2"

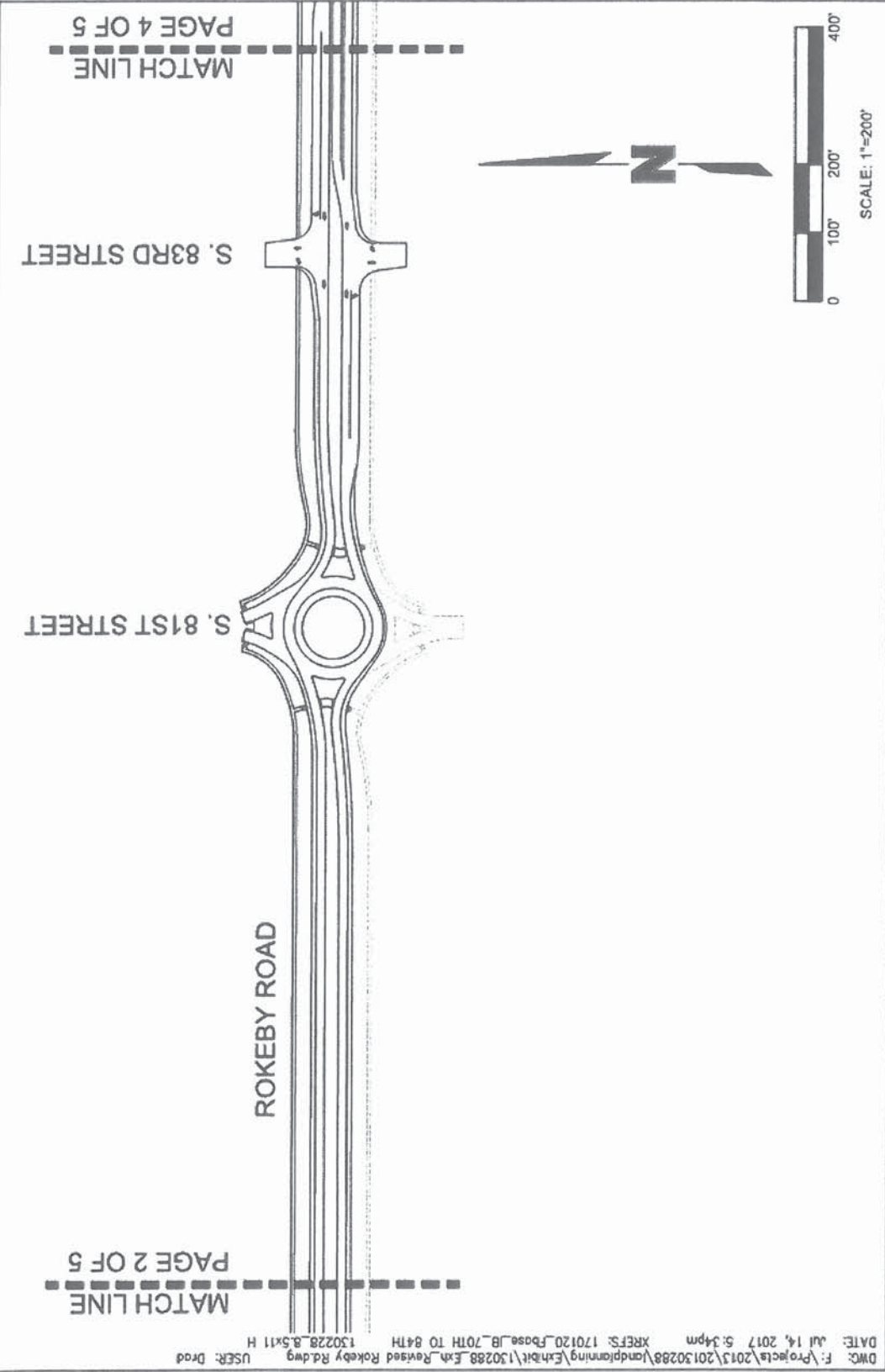


<p>drawn by: dfr checked by: dfr project no.: 2013-0288 date: 7/13/2017</p>	<p>ATTACHMENT J-2 ROKEBY ROAD IMPROVEMENTS ROKEBY ROAD COALITION ANNEXATION AGREEMENT LINCOLN, NEBRASKA</p>	<p>Civil Design Group, Inc. 1701 20th Street, DE, NE 68503 Lincoln, Nebraska 68502 Ph: 402.428.8884 Fax: 402.215.6717 www.civildg.com</p> <p>CONSULTING ENGINEERS AND USE PLANNERS CIVIL DESIGN SITE DEVELOPMENT PLANNING AND ZONING</p>	<p>PAGE 1 OF 5</p>
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 REFS: 170120_Pbase_IB_70TH TO 84TH
 130228_8.5x11 H

drawn by: djr checked by: djr project no.: 2013-0288 date: 7/13/2017	ATTACHMENT J-2 ROKEBY ROAD IMPROVEMENTS ROKEBY ROAD COALITION ANNEXATION AGREEMENT LINCOLN, NEBRASKA	 <p>Civil Design Group, Inc. 8025 PAVILION WOODS, DR., SUITE 200 LINCOLN, NEBRASKA 68512 Ph. 402-434-8484 Fax 402-215-8747 www.cdgdg.com</p> <p>CONSULTING ENGINEERS • LAND USE PLANNERS CIVIL DESIGNERS • DEVELOPMENT PLANNING AND ZONING</p>	PAGE 2 OF 5
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PAGE 2 OF 5
MATCH LINE

S. 81ST STREET

S. 83RD STREET

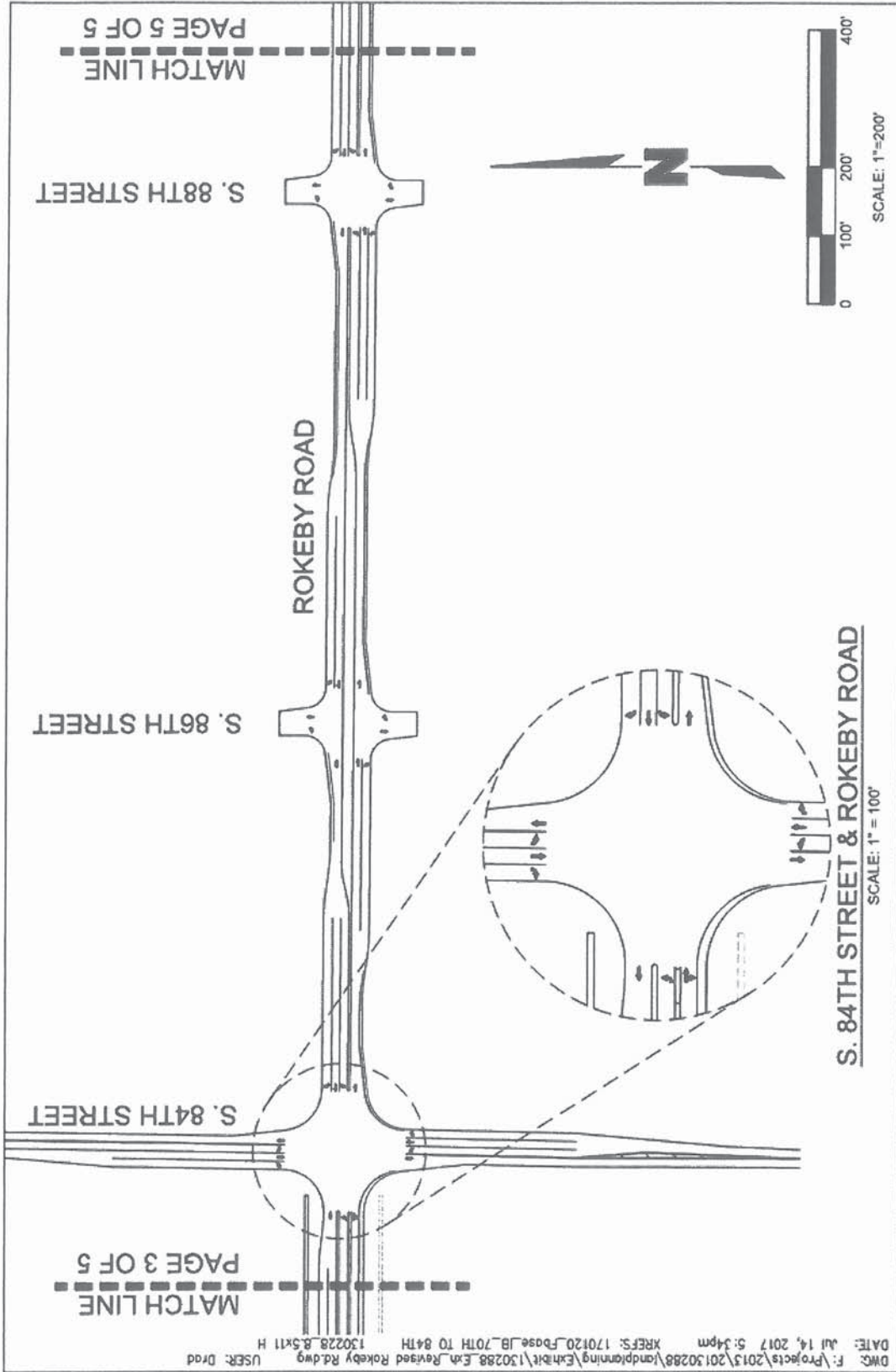
ROKEBY ROAD



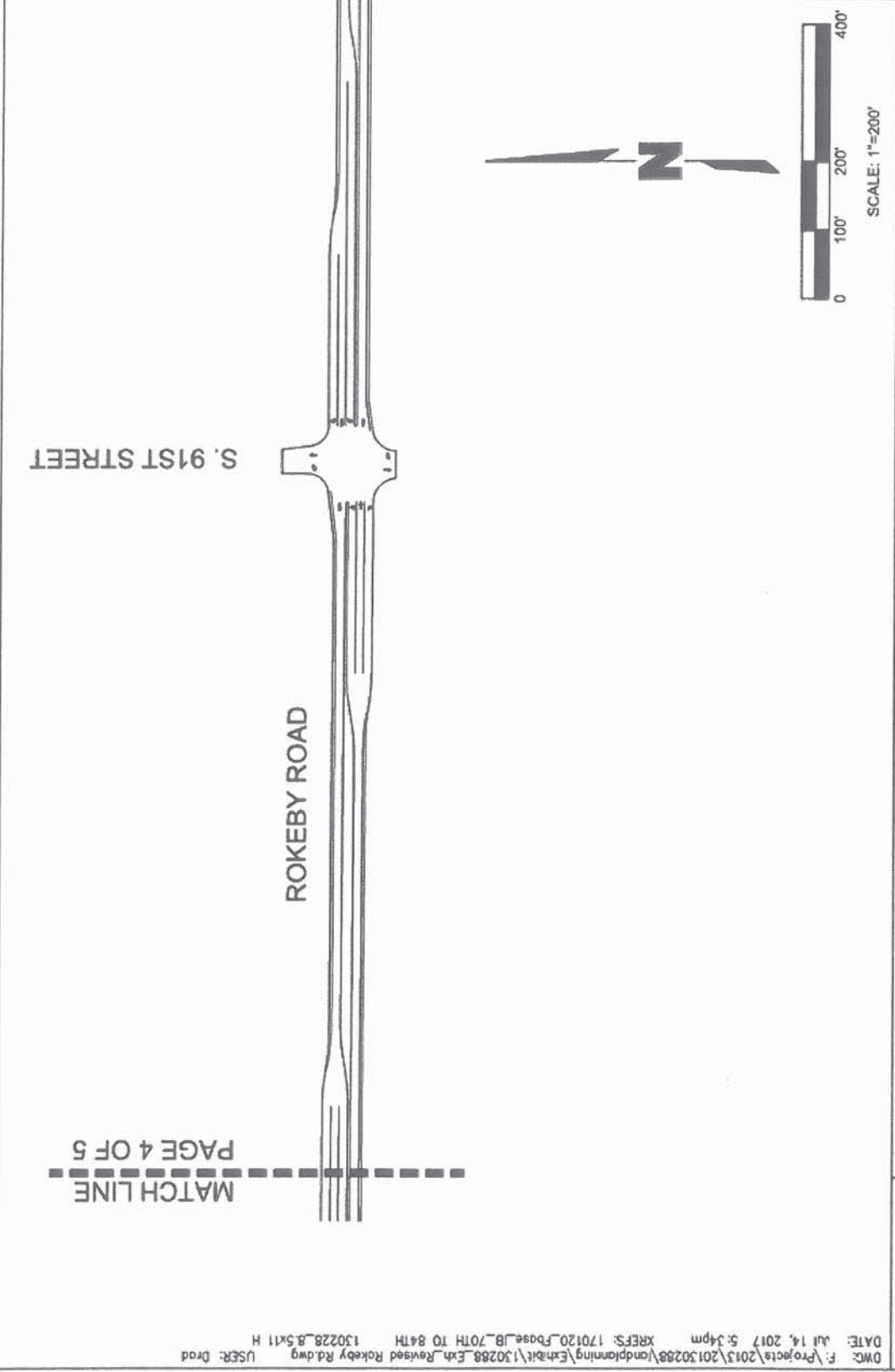
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PAGE 4 OF 5
MATCH LINE

drawn by: djr checked by: djr project no.: 2013-0288 date: 7/13/2017	ATTACHMENT J-2 ROKEBY ROAD IMPROVEMENTS ROKEBY ROAD COALITION ANNEXATION AGREEMENT LINCOLN, NEBRASKA	 Civil Design Group, Inc. 8535 EXECUTIVE WOODS, DR., SUITE 200 LINCOLN, NEBRASKA 68512 PH: 402-434-8454 FAX: 402-215-8747 WWW.CIVILDG.COM CONSULTING ENGINEERS/LAND USE PLANNERS CIVIL DESIGN/SITE DEVELOPMENT/PLANNING AND ZONING	PAGE 3 OF 5
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DMC: F:\Projects\2013\20130288\landplanning\Exhibit\130288_Ext_Revised Rokeby Rd.dwg USER: Drod DATE: Jul 14, 2017 5:34pm XREFS: 170120_Dose JB_70TH TO 84TH 130228_8.5x11 H	drawn by: djr checked by: djr project no.: 2013-0288 date: 7/13/2017	ATTACHMENT J-2 ROKEBY ROAD IMPROVEMENTS ROKEBY ROAD COALITION ANNEXATION AGREEMENT LINCOLN, NEBRASKA	 Civil Design Group, Inc. 4335 EXECUTIVE WOODS, SUITE 200 LINCOLN, NEBRASKA 68512 PH: 402-436-8400 FAX: 402-436-8747 WWW.CIVILDG.COM CONSULTING ENGINEERS • LAND USE PLANNERS CIVIL DESIGN • SITE DEVELOPMENT • PLANNING AND ZONING
		PAGE 4 OF 5	



S. 91ST STREET

ROKEBY ROAD



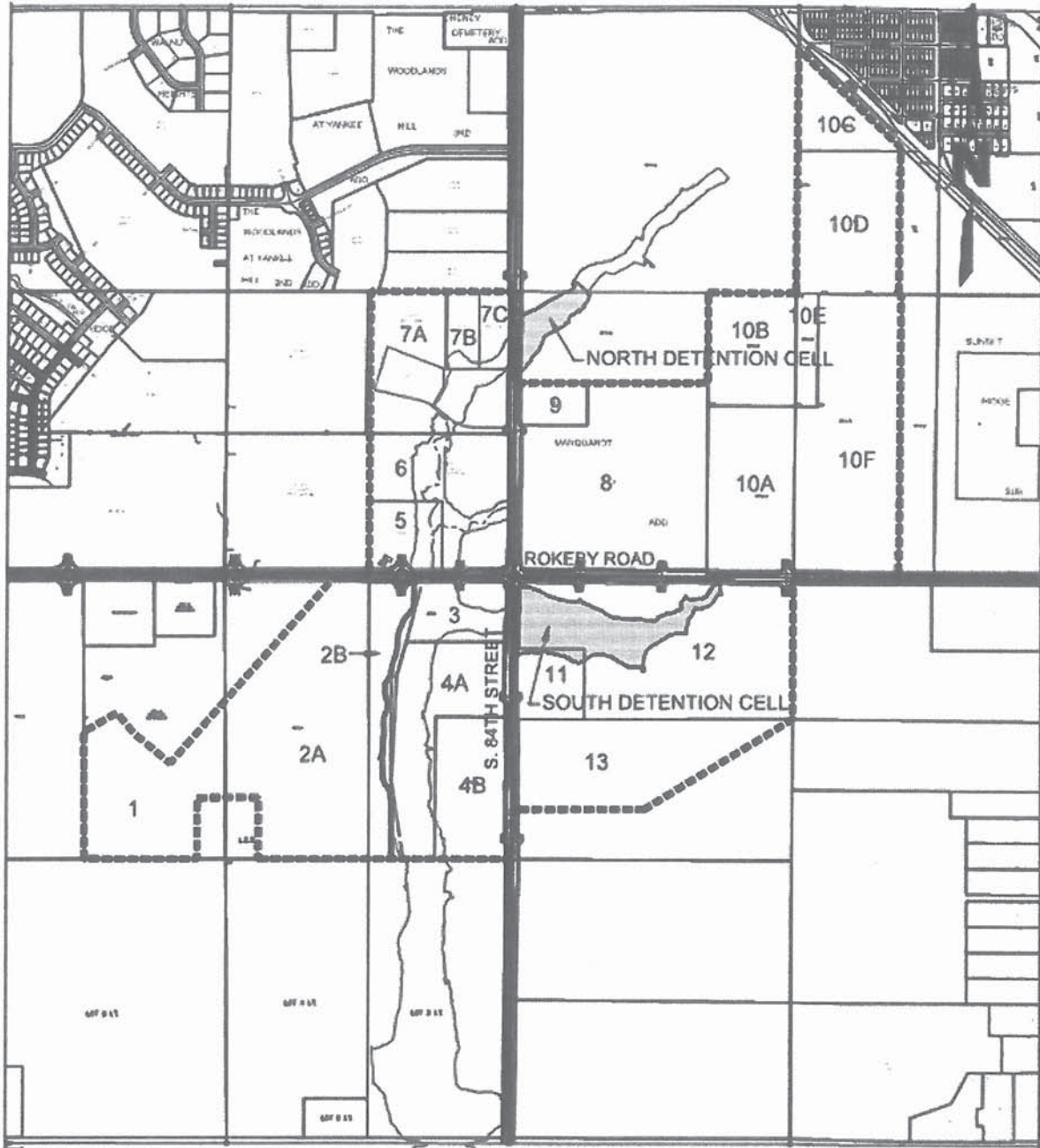
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PAGE 4 OF 5

DWG: F:\Projects\2013\20130288\andplanning\Exhibit\130288_Exh_Revise Rokeby Rd.dwg USER: Drod
 DATE: Jul 14, 2017 5:34pm XREFS: 170120_Pbase_LB_70TH TO 84TH 130228_8.5x11 H

drawn by: djr checked by: djr project no.: 2013-0288 date: 7/13/2017	ATTACHMENT J-2 ROKEBY ROAD IMPROVEMENTS ROKEBY ROAD COALITION ANNEXATION AGREEMENT LINCOLN, NEBRASKA	 Civil Design Group, Inc. 855 PIPPOCKE WOODS, DR., SUITE 200 LINCOLN, NEBRASKA 68502 PH: 402.438.8884 FAX: 402.215.8717 www.civildg.com CONSULTING ENGINEERS • LAND USE PLANNERS CIVIL, DESIGN SITE DEVELOPMENT • PLANNING AND ZONING	PAGE 5 OF 5
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ATTACHMENT "P"
MAP OF COALITION WATERSHED PROPERTY
AND REGIONAL DETENTION CELLS



ATTACHMENT "P"
COALITION WATERSHED PROPERTY
LEGAL DESCRIPTION

1. Legal Description of Rokeby Holdings Property:

A portion of Lot 20 Irregular Tract located in the NW ¼ of Section 34, Township 9 North, Range 7 East, of the 6th P.M., Lincoln, Lancaster County, Nebraska and legally described as follows:

Referring to the Northeast Corner of the Northwest Quarter of said Section 34 said point also being the Northeast Corner of Lot 20 Irregular Tracts; Thence South on the East Line of the Northwest Quarter, and on the East Line of Lot 20 Irregular Tracts, on an assumed bearing of S 00°26'13" E for a distance of 1176.49' to the Point of Beginning; Thence S 00°26'13" E on the East Line of Lot 20 Irregular Tracts for a distance of 899.51' to the Northeast Corner of Lot 18 Irregular Tracts; Thence N 89°55'43" W for a distance of 260.93' to the Northwest Corner of Lot 18 Irregular Tracts; Thence S 00°04'21" W for a distance of 570.01' to the Southwest Corner of Lot 18 Irregular Tracts; Thence N 89°55'39" W, on the South Line of Lot 20 Irregular Tracts for a distance of 1056.59' to the Southeast Corner of Lot 13 Irregular Tracts; Thence N 00°27'20" W on the Line common to Lot 13 and Lot 20 Irregular Tracts for a distance of 1182.44'; Thence N 60°11'18" E for a distance of 353.45'; Thence S 40°18'49" E for a distance of 250.92'; Thence S 50°46'07" E for a distance of 439.66'; Thence N 41°26'10" E for a distance of 772.46' to the Point of Beginning, and having a calculated area of 32.15 acres more or less.

2. Legal Description of Southview Property:

2A. A portion of Lot 21 Irregular Tract located in the NE ¼ of Section 34, Township 9 North, Range 7 East, of the 6th P.M., Lincoln, Lancaster County, Nebraska and legally described as follows:

Referring to the Northwest Corner of the Northeast Quarter of said Section 34 said point also being the Northwest Corner of Lot 21 Irregular Tracts, Thence South on the West Line of the Northeast Quarter and on the West Line of Lot 21 Irregular Tracts, on an assumed bearing of S 00°26'13" E for a distance of 1176.49' to the Point of Beginning; Thence S 00°26'13" E, on the West Line of Lot 21 Irregular Tracts for a distance of 899.51' to the Northwest Corner of Lot 19 Irregular Tracts; Thence S 89°55'43" E for a distance of 309.07' to the Northeast Corner of Lot 19 Irregular Tracts; Thence S 00°04'21" W for a distance of 570.02' to the Southeast Corner of Lot 19 Irregular Tracts; Thence S 89°55'43" E on the South Line of Lot 21 Irregular Tracts for a distance of 1039.60' to the Southwest Corner of Lot 16 Irregular Tracts; Thence N 00°06'16" W on the Line common to Lots 21 and 16 Irregular Tracts for a distance of 2584.41'; Thence N 89°51'50" W for a distance of 366.63'; Thence S

41°26'10" W for a distance of 1486.07' to the Point of Beginning, and having a calculated area of 63.46 acres more or less.

2B. Lot 16, located in the NW 1/4 of Section 35, T9N, R7E, of the 6th P.M. Lancaster County, Nebraska

3. Legal Description of Catholic Bishop Property:

Lot 17, Irregular Tract located in the Northeast Quarter of Section 34, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

4. Legal Description of CWT Property:

4A. Lot 7, located in the NE 1/4 of Section 34, Township 9N, Range 7 East, of the 6th P.M. Lancaster County, Nebraska

4B. Lot 10, located in the NE 1/4 of Section 34, Township 9N, Range 7 East, of the 6th P.M. Lancaster County, Nebraska

5. Legal Description of M&CT Property:

Lot 23, Irregular Tracts located in the Southeast Quarter of Section 27, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

6. Legal Description of SSAR Property:

Lot 39, Irregular Tract located in the Southeast Quarter of Section 27, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

7. Legal Description of CKC Property:

7A. Lot 41, located in the SE 1/4, Section 27, Township 9 North, Range 7 East, of the 6th P.M. Lancaster County Nebraska

7B. Lot 10, Located in the SE 1/4, Section 27, Township 9 North, Range 7 East, of the 6th P.M. Lancaster County Nebraska

7C. Lot 21, located in the SE 1/4, Section 27, Township 9 North, Range 7 East, of the 6th P.M. Lancaster County Nebraska

8. Legal Description of Lincoln Federal Property:

Lot 2 less Tract described in Instrument #2016-38146, Marquardt Addition, located in the SW 1/4, Section 26, Township 9 North, Range 7 East, of the 6th P.M. Lancaster County Nebraska

9. Legal Description of Lincoln Federal Property:

Lot 1, Marquardt Addition, located in the SW 1/4, Section 26, Township 9 North, Range 7 East, of the 6th P.M. Lancaster County Nebraska

10. Legal Description of M&CT Trustees Property:

10A. Lot 70, located in the SW 1/4, Section 26, Township 9 North, Range 7 East, of the 6th P.M. Lancaster County, Nebraska

10B. Lot 32, located in the SW 1/4, Section 26, Township 9 North, Range 7 East, of the 6th P.M. Lancaster County, Nebraska

10C. Lot 35, located in the NE 1/4, Section 26, Township 9 North, Range 7 East, of the 6th P.M. Lancaster County, Nebraska

10D. Lot 36, located in the NE 1/4, Section 26, Township 9 North, Range 7 East, of the 6th P.M. Lancaster County, Nebraska

10E. Lot 31, located in the SE 1/4, Section 26, Township 9 North, Range 7 East, of the 6th P.M. Lancaster County, Nebraska

10F. Lot 71, located in the SE 1/4, Section 26, Township 9 North, Range 7 East, of the 6th P.M. Lancaster County, Nebraska

11. Legal Description of C. Talcott Property:

Lot 1, Irregular Tracts located in the Northwest Quarter of Section 35, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

12. Legal Description of Talcott Land Property:

Lot 32, located in the NW 1/4, Section 35, Township 9 North, Range 7 East, of the 6th P.M. Lancaster County, Nebraska

13. Legal Description of M. Talcott Trustee Property:

A portion of Lot 23, located in the NW 1/4, Section 35, Township 9 North, Range 7 East, of the 6th P.M. Lancaster County, Nebraska, legally described as follows:

Description of a 36.81 acre tract of land, said tract being located in Lot 23 of Irregular Tracts in the South half of the Northwest Quarter of Section 35, Township 9 North, Range 7 East, of the 6th P.M., Lancaster County, Nebraska, and more particularly described as follows:

Beginning at the Northwest corner of said Lot 23 of Irregular Tracts, said point being located 33.00' East of the West line of the South half of the Northwest Quarter of said section 35 and on the North line of the South half of the Northwest Quarter of said

Section 35; thence in a Southerly direction on the West line of said Lot 23 of Irregular Tracts and on the East Right-of-Way line of South 84th Street and on an assumed bearing of S 02°25'48" E, for a distance of 365.89' to a point on the Easterly 50.00' Right-of-Way line of South 84th Street;

Thence S 00°13'58" W on the Easterly Right-of-Way line of South 84th Street and on the West line of said Lot 23 of Irregular Tracts, for a distance of 483.64';

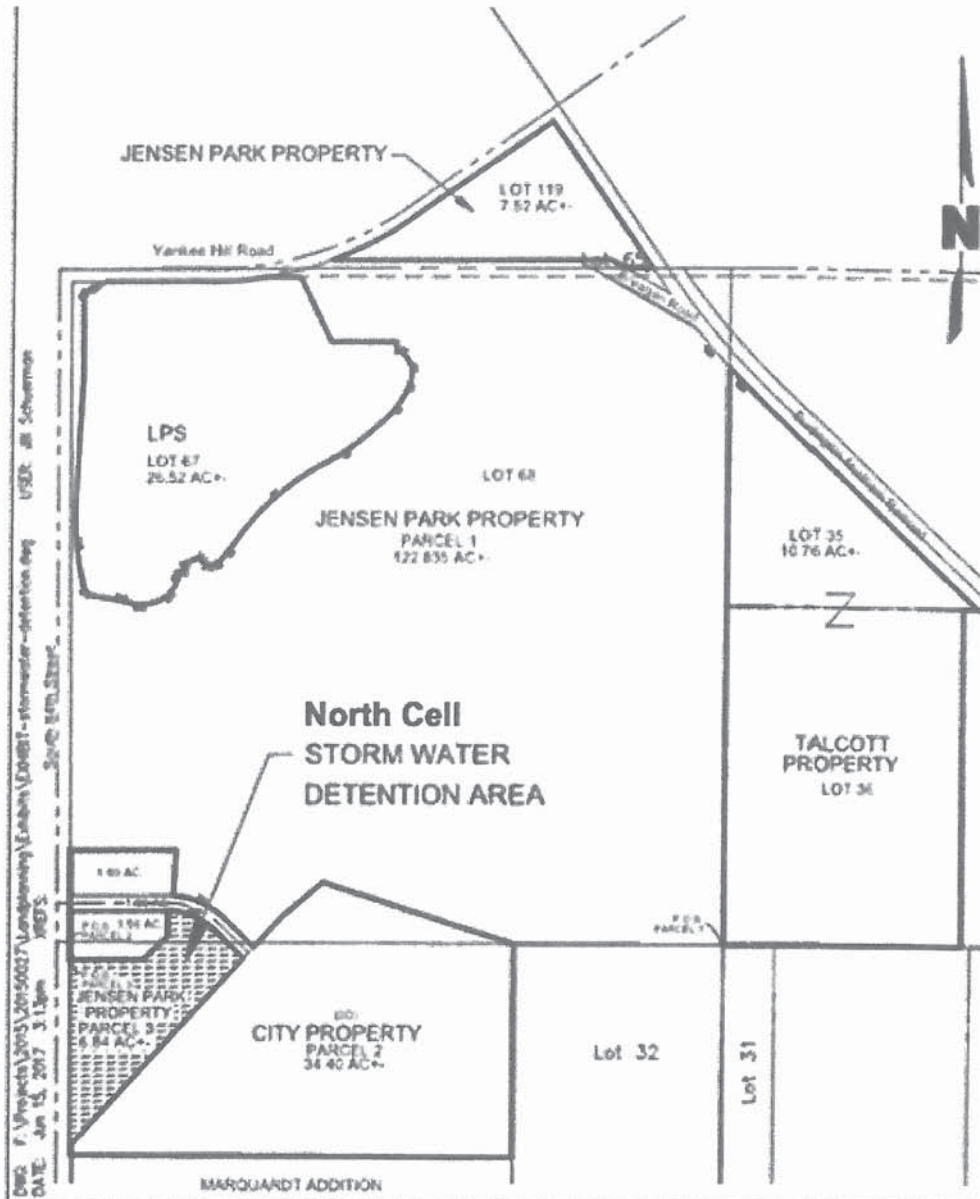
Thence S 89°46'02" E, for a distance of 1189.67';

Thence N 58°49'50" E, for a distance of 1629.15' to the Northeast corner of the South half of the Northwest Quarter of said Section 35 and the Northeast corner of said Lot 23 of Irregular Tracts;


Thence N 89°45'40" W on the North line of the South half of the Northwest Quarter of said Section 35 and the North line of said Lot 23 of Irregular Tracts, for a distance of 2597.20'

to the POINT OF BEGINNING and containing a calculated area of 36.81 acres, more or less.

ATTACHMENT "Q"
PROPERTY DIAGRAM FOR NORTH CELL STORMWATER DETENTION



DWG: P:\Projects\2015\20150027_Landscape\Lincoln\DWG1 - Stormwater - detention.dwg
 USER: Bill Schumann
 DATE: Jun 15, 2017 3:13pm
 100'

drawn by: jdc checked by: tme project no: date: 06-15-2017	JENSEN PARK STORMWATER DETENTION LINCOLN, NEBRASKA	 Civil Design Group, Inc. 2000 S. 14th Street, Suite 100 Lincoln, Nebraska 68502 Phone: 402.441.4444 Fax: 402.441.4444 www.civilgroup.com <small>©2017 Civil Design Group, Inc. All rights reserved. No part of this document may be reproduced without written permission from Civil Design Group, Inc.</small>	EXHIBIT
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ATTACHMENT "R"
FORM OF NONEXCLUSIVE STORMWATER DRAINAGE
AND DETENTION EASEMENT

Return filed document to:
Seacrest & Kalkowski Law Firm
1128 Lincoln Mall, Suite 105
Lincoln, NE 68508

NONEXCLUSIVE STORMWATER DRAINAGE AND DETENTION EASEMENT

The **CITY OF LINCOLN, NEBRASKA**, a mutual corporation, "Grantor", in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, does hereby create, establish and grant to **Rokeby Holdings, Ltd.**, a Nebraska limited partnership, **The Catholic Bishop of Lincoln**, a Nebraska non-profit corporation, **Carlton W. Talcott**, a single person, **Milton L. Talcott** and **Carol A. Talcott**, husband and wife, **SSAR, LLC**, a Nebraska limited liability company, **The Carroll Krueger Company, LLC**, a Nebraska limited liability company, **Lincoln Federal Bancorp, Inc.**, a corporation, **Milton L. Talcott, Trustee** and **Carol A. Talcott, Trustee**, and **Talcott Land & Cattle, Inc.**, a Nebraska corporation, collectively "Grantees", for their benefit and the benefit of their successors and assigns, a permanent nonexclusive easement in, over and through the real property legally described as:

A part of Lot 68 of Irregular tracts located in the West half of Section 26, Township 9 North, Range 7 East, of the 6th P.M., Lincoln, Lancaster County, Nebraska, more particularly described as follows:

Referring to the Southwest corner of the Northwest Quarter of said Section 26, thence in an Easterly direction on the South line of the Northwest Quarter of said Section 26, and on an assumed bearing of S 89°44'29" E, for a distance of 50.00'; thence S 00°07'31" E on the Easterly 50.00' Right-of-Way line of South 84th Street, and on the West line of said Lot 26, of Irregular tracts, for a distance of 69.90' to the POINT OF BEGINNING;

Thence continuing on the last described course, for a distance of 770.16';

Thence S 89°41'49" E, for a distance of 10.00' to the Northwest corner of Lot 1, Marquardt Addition, said point being located on the Easterly 60.00' Right-of-Way line of South 84th Street;

Thence N 00°07'31" W, for a distance of 42.50';

Thence N 42°57'50" E, for a distance of 916.23';

Thence N 43°40'20" E, for a distance of 85.00';

Thence N 46°19'40" W, for a distance of 162.17';

Thence on a curve to the left with an arc length of 206.45', a radius of 270.00', a chord bearing of N 68°13'58" W, for a chord length of 201.46';
Thence S 00°08'16" E, for a distance of 100.00';
Thence S 46°25'41" W, for a distance of 130.90';
Thence S 89°51'44" W, for a distance of 295.74' to the POINT OF BEGINNING.
Containing a calculated area of 6.84 acres, more or less ("Easement Premises").

Grantor shall permit Grantees the full and free use of the Easement Premises for the purpose of providing detention, stormwater quality best management practices as is practical, and conveying and detaining stormwater from the real property owned by the Grantees (collectively "Coalition Watershed Property") and legally described in Exhibit "A", which is attached hereto and incorporated herein by this reference and in conformance with the Wagon Train Watershed Master Plan, as may be amended, and described in the Annexation Agreement for Rokeby Road Coalition dated as of January 5, 2015, approved by Ordinance No. 20124, as amended by the Amendment No. 1 to the Annexation Agreement for Rokeby Road Coalition, approved by Ordinance No. _____, (collectively "Annexation Agreement") which Annexation Agreement is incorporated herein by this reference.

This easement shall be subject to the following terms and conditions:

- (1) The sole rights granted herein are the nonexclusive rights to use the Easement Premises for the purpose of conveying and detaining stormwater and as practical for providing stormwater quality best management practices to treat stormwater from the Coalition Watershed Property on the Easement Premises.
- (2) Grantees shall preserve the existing drainage channel, and the trees and other vegetation along the channel, and shall be responsible for constructing, at its cost, a stormwater impoundment structure at South 84th Street on the Easement Premises to the satisfaction of City pursuant to the design standards, rules and ordinances of the City of Lincoln, Nebraska, and in conformance with the Watershed Master Plan described above. Grantees are responsible for conveying stormwater using best management practices from the City Property to the detention facility, if completed. Grantees shall be responsible for preparing plans showing how stormwater and/or surface water run off will be conveyed from the Coalition Watershed Property to the Easement Premises for review and approval by Grantor prior to grading and construction as provided herein.
- (3) This easement shall be permanent and shall be appurtenant to and run with the Easement Premises and the Coalition Watershed Property.
- (4) Grantor shall have the right to the full use and enjoyment of the Easement Premises except for such use as may unreasonably interfere with the exercise of the easement rights granted herein.
- (5) Grantor covenants that it is the owner of the Easement Premises and has legal right, title and capacity to grant the access easement granted herein.

IN WITNESS WHEREOF this easement has been executed on this ____ day of _____,
201__.

**CITY OF LINCOLN,
NEBRASKA**

By: _____

Title: _____

STATE OF NEBRASKA)
) **ss.**
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this ____ day of _____, 201__, by Chris Beutler, Mayor of the City of Lincoln, Nebraska.

Notary Public

My commission expires: _____

GRANTEES:

“ROKEBY HOLDINGS”

ROKEBY HOLDINGS, LTD.,
a Nebraska limited partnership

By: Rokeby GP, LLC, a Nebraska limited liability company

By: Southview, Inc., a Nebraska corporation, Member

By: _____
Thomas G. Schleich, President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this ____ day of _____, 2017, by Thomas G. Schleich, President of Southview, Inc., a Nebraska corporation, Member of Rokeby GP, LLC, a Nebraska limited liability company, General Partner of **Rokeby Holdings, Ltd.**, a Nebraska limited partnership, on behalf of the limited partnership.

Notary Public

“SOUTHVIEW”

SOUTHVIEW, INC., a Nebraska
corporation, Member

By: _____
Thomas G. Schleich, President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this ____ day of _____, 2017, by
Thomas G. Schleich, President of **Southview, Inc.**, a Nebraska corporation, on behalf of the
corporation.

Notary Public

“CATHOLIC BISHOP”

The Catholic Bishop of Lincoln, a Nebraska nonprofit corporation

By: _____

Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by _____, _____ of **The Catholic Bishop of Lincoln**, a Nebraska nonprofit corporation, on behalf of the nonprofit corporation.

(Seal)

Notary Public

“CWT”

Carlton W. Talcott, a single person

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by **Carlton W. Talcott**, a single person.

(Seal)

Notary Public

“M&CT”

Milton L. Talcott, a married person

Carol A. Talcott, a married person

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by **Milton L. Talcott**, a married person.

(Seal)

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by **Carol A. Talcott**, a married person.

(Seal)

Notary Public

“SSAR”

SSAR, LLC, a Nebraska limited liability company

By: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by _____, _____ of **SSAR, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.

(Seal)

Notary Public

“CKC”

The Carroll Krueger Company, LLC, a
Nebraska limited liability company

By: _____

Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017,
by _____ as _____ of **The Carroll
Krueger Company, LLC**, a Nebraska limited liability company, on behalf of the limited liability
company.

(Seal)

Notary Public

“LINCOLN FEDERAL”

Lincoln Federal Bancorp, Inc., a
corporation

By: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by
_____, _____ of **Lincoln Federal Bancorp, Inc.**, a corporation,
on behalf of the corporation.

(Seal)

Notary Public

“M&CT TRUSTEES”

Milton L. Talcott, Trustee

Carol A. Talcott, Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of ____, 2017, by **Milton L. Talcott, Trustee** a trustee of the _____, on behalf of the trust.

(Seal)

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of ____, 2017, by **Carol A. Talcott, Trustee** a trustee of the _____, on behalf of the trust.

(Seal)

Notary Public

“TALCOTT LAND”

Talcott Land & Cattle, Inc., a Nebraska corporation

By: _____

Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____ 2017, by _____, as _____ of **Talcott Land & Cattle, Inc.**, a Nebraska corporation, on behalf of the corporation.

(Seal)

Notary Public

Exhibit "A"

COALITION WATERSHED PROPERTY
LEGAL DESCRIPTION

1. Legal Description of Rokeby Holdings Property:

A portion of Lot 20 Irregular Tract located in the NW $\frac{1}{4}$ of Section 34, Township 9 North, Range 7 East, of the 6th P.M., Lincoln, Lancaster County, Nebraska and legally described as follows:

Referring to the Northeast Corner of the Northwest Quarter of said Section 34 said point also being the Northeast Corner of Lot 20 Irregular Tracts; Thence South on the East Line of the Northwest Quarter, and on the East Line of Lot 20 Irregular Tracts, on an assumed bearing of S 00°26'13" E for a distance of 1176.49' to the Point of Beginning; Thence S 00°26'13" E on the East Line of Lot 20 Irregular Tracts for a distance of 899.51' to the Northeast Corner of Lot 18 Irregular Tracts; Thence N 89°55'43" W for a distance of 260.93' to the Northwest Corner of Lot 18 Irregular Tracts; Thence S 00°04'21" W for a distance of 570.01' to the Southwest Corner of Lot 18 Irregular Tracts; Thence N 89°55'39" W, on the South Line of Lot 20 Irregular Tracts for a distance of 1056.59' to the Southeast Corner of Lot 13 Irregular Tracts; Thence N 00°27'20" W on the Line common to Lot 13 and Lot 20 Irregular Tracts for a distance of 1182.44'; Thence N 60°11'18" E for a distance of 353.45'; Thence S 40°18'49" E for a distance of 250.92'; Thence S 50°46'07" E for a distance of 439.66'; Thence N 41°26'10" E for a distance of 772.46' to the Point of Beginning, and having a calculated area of 32.15 acres more or less.

2. Legal Description of Southview Property:

2A. A portion of Lot 21 Irregular Tract located in the NE $\frac{1}{4}$ of Section 34, Township 9 North, Range 7 East, of the 6th P.M., Lincoln, Lancaster County, Nebraska and legally described as follows:

Referring to the Northwest Corner of the Northeast Quarter of said Section 34 said point also being the Northwest Corner of Lot 21 Irregular Tracts, Thence South on the West Line of the Northeast Quarter and on the West Line of Lot 21 Irregular Tracts, on an assumed bearing of S 00°26'13" E for a distance of 1176.49' to the Point of Beginning; Thence S 00°26'13" E, on the West Line of Lot 21 Irregular Tracts for a distance of 899.51' to the Northwest Corner of Lot 19 Irregular Tracts; Thence S 89°55'43" E for a distance of 309.07' to the Northeast Corner of Lot 19 Irregular Tracts; Thence S 00°04'21" W for a distance of 570.02' to the Southeast Corner of Lot 19 Irregular Tracts; Thence S 89°55'43" E on the South Line of Lot 21 Irregular Tracts for a distance of 1039.60' to the Southwest Corner of Lot 16 Irregular Tracts; Thence N 00°06'16" W on the Line common to Lots 21 and 16 Irregular Tracts for a distance of 2584.41'; Thence N 89°51'50" W for a distance of 366.63'; Thence S

41°26'10" W for a distance of 1486.07' to the Point of Beginning, and having a calculated area of 63.46 acres more or less.

2B. Lot 16, located in the NW 1/4 of Section 35, T9N, R7E, of the 6th P.M. Lancaster County, Nebraska

3. Legal Description of Catholic Bishop Property:

Lot 17, Irregular Tract located in the Northeast Quarter of Section 34, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

4. Legal Description of CWT Property:

4A. Lot 7, located in the NE 1/4 of Section 34, Township 9N, Range 7 East, of the 6th P.M. Lancaster County, Nebraska

4B. Lot 10, located in the NE 1/4 of Section 34, Township 9N, Range 7 East, of the 6th P.M. Lancaster County, Nebraska

5. Legal Description of M&CT Property:

Lot 23, Irregular Tracts located in the Southeast Quarter of Section 27, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

6. Legal Description of SSAR Property:

Lot 39, Irregular Tract located in the Southeast Quarter of Section 27, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

7. Legal Description of CKC Property:

7A. Lot 41, located in the SE 1/4, Section 27, Township 9 North, Range 7 East, of the 6th P.M. Lancaster County Nebraska

7B. Lot 10, Located in the SE 1/4, Section 27, Township 9 North, Range 7 East, of the 6th P.M. Lancaster County Nebraska

7C. Lot 21, located in the SE 1/4, Section 27, Township 9 North, Range 7 East, of the 6th P.M. Lancaster County Nebraska

8. Legal Description of Lincoln Federal Property:

Lot 2 less Tract described in Instrument #2016-38146, Marquardt Addition, located in the SW 1/4, Section 26, Township 9 North, Range 7 East, of the 6th P.M. Lancaster County Nebraska

9. Legal Description of Lincoln Federal Property:

Lot 1, Marquardt Addition, located in the SW 1/4, Section 26, Township 9 North, Range 7 East, of the 6th P.M. Lancaster County Nebraska

10. Legal Description of M&CT Trustees Property:

10A. Lot 70, located in the SW 1/4, Section 26, Township 9 North, Range 7 East, of the 6th P.M. Lancaster County, Nebraska

10B. Lot 32, located in the SW 1/4, Section 26, Township 9 North, Range 7 East, of the 6th P.M. Lancaster County, Nebraska

10C. Lot 35, located in the NE 1/4, Section 26, Township 9 North, Range 7 East, of the 6th P.M. Lancaster County, Nebraska

10D. Lot 36, located in the NE 1/4, Section 26, Township 9 North, Range 7 East, of the 6th P.M. Lancaster County, Nebraska

10E. Lot 31, located in the SE 1/4, Section 26, Township 9 North, Range 7 East, of the 6th P.M. Lancaster County, Nebraska

10F. Lot 71, located in the SE 1/4, Section 26, Township 9 North, Range 7 East, of the 6th P.M. Lancaster County, Nebraska

11. Legal Description of C. Talcott Property:

Lot 1, Irregular Tracts located in the Northwest Quarter of Section 35, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

12. Legal Description of Talcott Land Property:

Lot 32, located in the NW 1/4, Section 35, Township 9 North, Range 7 East, of the 6th P.M. Lancaster County, Nebraska

13. Legal Description of M. Talcott Trustee Property:

A portion of Lot 23, located in the NW 1/4, Section 35, Township 9 North, Range 7 East, of the 6th P.M. Lancaster County, Nebraska, legally described as follows:

Description of a 36.81 acre tract of land, said tract being located in Lot 23 of Irregular Tracts in the South half of the Northwest Quarter of Section 35, Township 9 North, Range 7 East, of the 6th P.M., Lancaster County, Nebraska, and more particularly described as follows:

Beginning at the Northwest corner of said Lot 23 of Irregular Tracts, said point being located 33.00' East of the West line of the South half of the Northwest Quarter of said section 35 and on the North line of the South half of the Northwest Quarter of said

Section 35; thence in a Southerly direction on the West line of said Lot 23 of Irregular Tracts and on the East Right-of-Way line of South 84th Street and on an assumed bearing of S 02°25'48" E, for a distance of 365.89' to a point on the Easterly 50.00' Right-of-Way line of South 84th Street;

Thence S 00°13'58" W on the Easterly Right-of-Way line of South 84th Street and on the West line of said Lot 23 of Irregular Tracts, for a distance of 483.64';

Thence S 89°46'02" E, for a distance of 1189.67';

Thence N 58°49'50" E, for a distance of 1629.15' to the Northeast corner of the South half of the Northwest Quarter of said Section 35 and the Northeast corner of said Lot 23 of Irregular Tracts;

Thence N 89°45'40" W on the North line of the South half of the Northwest Quarter of said Section 35 and the North line of said Lot 23 of Irregular Tracts, for a distance of 2597.20'

to the POINT OF BEGINNING and containing a calculated area of 36.81 acres, more or less.

ATTACHMENT "S"
REGIONAL DETENTION CELLS
DESIGN AND CONSTRUCTION COSTS

REGIONAL DETENTION CELL CONSTRUCTION COSTS PRIOR TO PARK SWAP					
Parcel ID #	Coalition Member	# of acres In the WTL basin	Parks & Recreation Cell	Talcott Land & Cattle Cell	Total Construction Costs
1	Rokeyby Holdings, LTD	32.15	15,872	20,836	36,709
2A, 2B	Southview, Inc.	79.91	39,451	51,789	91,240
3	Catholic Bishop	11.17	5,515	7,239	12,754
4A, 4B	Carl W. Talcott	49.08	24,231	31,808	56,039
5	Milton L & Carol A Talcott	9.79	4,833	6,345	11,178
6	SSAR, LLC	28.69	14,164	18,594	32,758
7A, 7B,7C	Carroll Krueger Co, LLC	34.60	17,082	22,424	39,506
8	Lincoln Federal Bancorp, Inc.	64.62	31,903	41,880	73,782
9	Lincoln Federal Bancorp, Inc.	5.73	2,829	3,714	6,542
10A-10F	Milton L. Talcott Trustee	147.29	72,717	95,457	168,174
11	Carl W. Talcott	9.50	4,690	6,157	10,847
12	Talcott Land & Cattle, Inc	47.68	23,540	30,901	54,441
13	Milton L. Talcott Trustee	36.81	18,173	23,856	42,029
TOTAL		557.02	\$ 275,000	\$ 361,000	636,000

ATTACHMENT "T"

**REGIONAL STORMWATER DETENTION IMPROVEMENTS
AGREEMENT FOR ESCROW OF SECURITY FUND**

WHEREAS, on January 5, 2015, the undersigned Property Owner entered into the Annexation Agreement for Rokeby Road Coalition, which was amended by the First Amendment to the Annexation Agreement for Rokeby Road Coalition on _____, 2017 (collectively the "Annexation Agreement"); and

WHEREAS, capitalized terms not defined herein are defined as set forth in the Annexation Agreement; and

WHEREAS, under the terms of the Annexation Agreement the Property Owner is responsible for its pro rata share of the design and construction costs of the Regional Detention Cells identified therein; and

WHEREAS, the Property Owner's pro rata share of said costs are estimated as follows:

North Cell	\$ _____
South Cell	\$ _____

and;

WHEREAS, the Property Owner agreed to guaranty its payment of said costs by placing funds in an escrow account as security for the performance of said design and construction of the Regional Detention Cells.

NOW, THEREFORE, IT IS AGREED by and between _____ (hereinafter called the "Bank"), Property Owner, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the "City", as follows:

1. That prior to approval of the aforesaid Annexation Agreement, Property Owner shall either deposit the sum of _____ Dollars (\$ _____) with Bank as escrow agent for the City, or obtain a loan of immediately payable funds from Bank in said amount and irrevocably pledge and assign said funds to Bank as escrow agent for the City, the same to be held in escrow as security to guarantee the construction of the aforesaid improvements within said Annexation Agreement.

2. The said escrow fund shall be allocated to the above-specified improvements as follows:

North Cell	\$ _____
South Cell	\$ _____

3. The funds designated for any one improvement may be released from escrow when that improvement is completed to the satisfaction of the City and the City has certified to Bank in writing that construction has been completed for that improvement; provided, that all other funds

in the escrow account designated as security for remaining uncompleted improvements shall remain in escrow until the improvements for which said funds have been designated has been completed. In the event any or all of the aforesaid improvements are not completed to the satisfaction of the City by the completion dates listed in the Annexation Agreement to do said construction, then and in that event Bank, upon written request from the City, shall pay to the City the total amount of funds designated for each of the aforesaid improvements which shall not have been completed on said date or the amount of funds necessary to complete construction thereof, whichever is the lesser.

4. The conditions of release of the escrow funds upon completion of the improvements set forth in paragraph 1, supra, shall include payment in full of any and all costs due to the City by Property Owner in connection with the development and construction of such improvements including, but not limited to, engineering costs, inspection costs, and survey costs.

5. This Agreement shall be contingent upon its execution by the parties hereto, the pledge and assignment of the required security funds with Bank as escrow agent for the City of Lincoln, and the acceptance of this Agreement by said escrow agent.

6. Property Owner agrees to pay any and all fees charged by Bank as escrow agent for the City of Lincoln under the terms of this Agreement.

7. Bank shall be liable as a depository only.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this _____ day of _____, 2017.

ATTEST:

Property Owner

By: _____

Name: _____

Title: _____

Address: _____

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation,

City Clerk

Mayor

Approved:

City Attorney

ACCEPTANCE OF ESCROW AGREEMENT

_____ (Bank) hereby agrees to the terms and instruction listed above and acknowledges that it has accepted a deposit of _____ Dollars (\$_____) or an irrevocable pledge and assignment of immediately payable funds in said amount from _____ (Property Owner) to be held in escrow (Note No. _____) by Bank as escrow agent for the City of Lincoln, Nebraska, a municipal corporation, to ensure construction of the improvements listed in the above and foregoing Agreement and further agrees not to release any of said monies or irrevocable pledges held by Bank to secure construction of said improvements until it has received written authorization from the City of Lincoln in accordance with the foregoing Agreement.

Dated this ____ day of _____, 20__.

Attest:

_____ (Bank)

_____ (Address)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____