

RESOLUTION NO. A- 78823

1 BE IT RESOLVED by the City Council of the City of Lincoln, Nebraska:
 2 That the agreement titled "An Agreement Regarding the Annexation of Lots
 3 49, 50, 59, and 65, Irregular Tracts, in the South Half of Section 15,
 4 Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska"
 5 which is attached hereto, marked as Attachment "A" and made a part hereof by
 6 reference, between the City and The Berean Fundamental Church of Lincoln, Inc.
 7 ("Lincoln Berean Church") outlining certain conditions and understandings
 8 between the City and Lincoln Berean Church relating to the annexation of land
 9 generally located east of South 70th Street and north of Highway 2, is
 10 approved. The Mayor is authorized to execute the same on behalf of the City.
 11 BE IT FURTHER RESOLVED that the City Clerk is directed to return one
 12 fully executed copy of this Agreement to Donald H. Bowman, 1111 Lincoln Mall,
 13 Suite 360, Lincoln, NE 68508.
 14 BE IT FURTHER RESOLVED that the City Clerk is directed to record the
 15 Agreement with the Register of Deeds, filing fees to be paid by Lincoln Berean
 16 Church.

Introduced by:

Cynthia Donaldson

AYES: Donaldson, Fortenberry,
Johnson, Seng, Shoecraft, Wilson;
NAYS: None;
ABSENT: Young.

Approved as to Form and Legality:

Rich Peo
Assistant City Attorney

Staff Review Completed:

Dee McClary
Administrative Assistant

APPROVED

JUN 18 1998

[Signature]
MAYOR

ADOPTED

JUN 15 1998

By City Council

**AN AGREEMENT
REGARDING THE ANNEXATION OF
LOTS 49, 50, 59 AND 65, IRREGULAR TRACTS, IN THE S 1/2 OF
SECTION 15, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M.,
LANCASTER COUNTY, NEBRASKA**

THIS ANNEXATION AGREEMENT is entered into as of this 19th day of June, 1998, by and between the **City of Lincoln, Nebraska**, a municipal corporation, hereinafter referred to as "City," and the **Berean Fundamental Church of Lincoln, Inc.**, a Nebraska non-profit corporation a/k/a Lincoln Berean Church, hereinafter referred to as "Owner."

RECITALS

I.

Owner is the owner of Lots 49, 50, 59 and 65, Irregular Tracts, located in the South Half of Section 15, Township 9 North, Range 6 East of the 6th Principal Meridian, Lancaster County, Nebraska, hereinafter referred to as "the Property."

II.

Although the Property is shown in the Comprehensive Plan as part of the future urban area, it is not included within those areas expected to develop within the next one to six years (i.e., Phase I short-term growth areas). Rather, the Property is included within that land which could be expected to develop after the short-term growth areas, during the next seven to twenty years, or whenever demand exceeded the supply identified in the near-term areas (i.e., Phase 2 middle-term growth areas).

III.

A public sanitary sewer trunk line is not available to serve the Property. In order for the City to provide sewer service, the trunk line will need to be extended along Beals Slough for approximately one-half mile in length. Then a smaller sewer line would need to be extended

along Pine Lake Road to 70th Street, then roughly northeasterly to the northern limits of the Property.

IV.

Owner has made a request that the Property be annexed into the corporate limits of the City of Lincoln, Nebraska, and the City is agreeable to such annexation provided that there is an agreement acknowledging that the Property will not be served by public sanitary sewer at this time.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, the parties do agree as follows:

1. Annexation by City. The City agrees to annex all of the Property.
2. No Public Sanitary Sewer. Owner understands and acknowledges that the Property is not presently serviceable by the City's public sanitary sewer system. Owner further understands and acknowledges that since the Property is not within the Phase 1 short-term grown areas of the Comprehensive Plan, the City does not intend to extend its public sanitary sewer system to serve the Property within the next one to six years. Owner certifies that owner does desire but does not need the City's public sanitary sewer system to be extended to serve the Property and agrees that after annexation of the Property into the corporate limits of the City of Lincoln, Owner will not request the City to extend its public sanitary sewer system to serve the Property, unless Owner agrees to pay for the cost of the extension and demonstrates to the satisfaction of the City that the City's sanitary sewer system has sufficient capacity to accept Owner's wastewater.
3. Potential Future Assessment. The City is not, as a condition of annexation, requiring the extension of sanitary sewer mains to serve the Property at the present time. Nevertheless, it is understood and agreed, and the parties hereto recognize, that the City reserves the right to extend such mains in the future and that any such extension shall be in

accordance with then existing City sanitary sewer construction designs standards, and that, at the City's option, such construction may be accomplished through an appropriate assessment district with the cost of such construction being assessed against benefitted property owners to the extent of the benefit conferred.

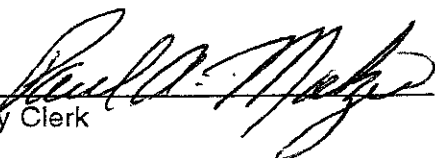
4. Water Main Tap. Owner shall pay the City a tap fee of Fourteen Thousand Two Hundred Ninety-three and 50/100ths Dollars (\$14,293.50) for the privilege of tapping the existing water main in South 70th Street abutting the Property. This fee represents the amount which could have been assessed against the property if the main in South 70th Street had been installed pursuant to a special assessment district. Owner shall pay to the City the above-entitled amount at the time Owner makes application to tap said water main.

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

6. Recordation. This Agreement shall be recorded by the City with the Register of Deeds for Lancaster County, Nebraska, filing fees therefor to be paid in advance by Owner.

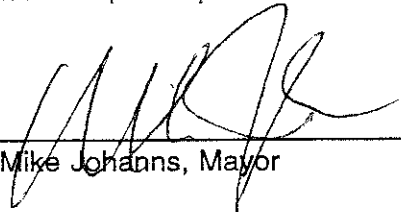
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

ATTEST:



City Clerk

THE CITY OF LINCOLN, NEBRASKA
a municipal corporation

By: 

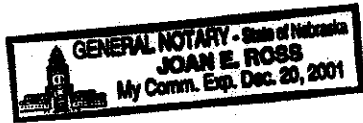
Mike Johanns, Mayor

**BEREAN FUNDAMENTAL CHURCH OF
LINCOLN, INC., a/k/a LINCOLN BEREAN
CHURCH, a Nebraska non-profit corporation**

By: *Douglas G. Shada*
President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 18th day of June, 1998, by Mike Johanns, Mayor of the City of Lincoln, Nebraska on behalf of the City.



Joan E. Ross
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 17th day of MARCH, 1998, by Douglas G. Shada, President of the Berean Fundamental Church of Lincoln, Inc. a Nebraska non-profit corporation, on behalf of the corporation.

Elizabeth A. Heffelfinger
Notary Public

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