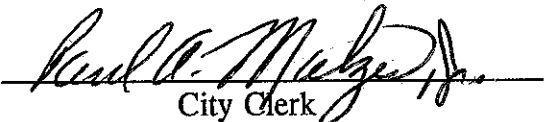


# C E R T I F I C A T E

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

I, Paul A. Malzer, Jr., City Clerk of the City of Lincoln, Nebraska, do hereby certify that the above and foregoing is a true and correct copy of Resolution No. 79167 that the agreement titled "Annexation Agreement", which is attached hereto, marked as Attachment "A" and made a part hereof by reference, between the City & State Farm Mutual Automobile Insurance Co. outlining certain conditions & understandings between the City & State Farm Mutual Automobile Insurance Co. relating to the annexation of approximately 20 acres of land generally located southeast of 84th & O Streets is approved as it appears of record in my said office and is now in my charge remaining as City Clerk aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City of Lincoln, Nebraska, this 18th day of Nov. 1998.

  
City Clerk

RESOLUTION NO. A- **79167**

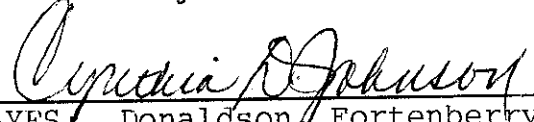
1 BE IT RESOLVED by the City Council of the City of Lincoln, Nebraska:  
 2 That the agreement titled "Annexation Agreement", which is attached  
 3 hereto, marked as Attachment "A" and made a part hereof by reference, between  
 4 the City and State Farm Mutual Automobile Insurance Company outlining certain  
 5 conditions and understandings between the City and State Farm Mutual  
 6 Automobile Insurance Company relating to the annexation of approximately 20  
 7 acres of land generally located southeast of 84th and O Streets, is approved.  
 8 The Mayor is authorized to execute the same on behalf of the City.

9 BE IT FURTHER RESOLVED that the City Clerk is directed to return one  
 10 fully executed copy of this Agreement to State Farm Mutual Automobile  
 11 Insurance Company, %Kent Radke, Suite 250, 140 North 8th Street, Lincoln, NE  
 12 68508.

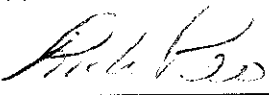
13 BE IT FURTHER RESOLVED that the City Clerk is directed to record the  
 14 Agreement with the Register of Deeds, filing fees to be paid by State Farm  
 15 Mutual Automobile Insurance Company.

(See Council Action on next page.)

Introduced by:

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

Approved as to Form and Legality:

  
 \_\_\_\_\_  
 Assistant City Attorney

Staff Review Completed:

\_\_\_\_\_  
 Administrative Assistant

**ADOPTED**

NOV 16 1998

City Council

98R-354

11/9/98 Council Proceedings:

SENG Moved to delay action on Bill 98R-354 for 1 week to 11/16/98.

Seconded by Wilson & carried by the following vote: AYES: Donaldson, Fortenberry, Johnson, Seng, Shoecraft, Wilson; NAYS: None; ABSENT: Young.

## ANNEXATION AGREEMENT

**THIS ANNEXATION AGREEMENT** is entered into as of this \_\_\_\_ day of November, 1998, by and between the **City of Lincoln, Nebraska, a municipal corporation**, hereinafter referred to as a "City" and **State Farm Mutual Automobile Insurance Company**, hereinafter referred to as "Owner."

### **RECITALS**

#### **I.**

Owner is the owner of Lot 12, Irregular Tract located in the Northwest Quarter of Section 26, Township 10 North, Range 7 East of the 6<sup>TH</sup> Principal Meridian, Lancaster County, Nebraska, hereinafter referred to as "Lot 12."

#### **II.**

A portion of Lot 12 abutting 84<sup>TH</sup> Street is presently within the corporate limits of the City of Lincoln, Nebraska.

#### **III.**

Owner has made a request that the remaining portion of Lot 12 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 between the Owner and the City whereby Owner acknowledges the gravity sewer service to the southern and eastern portions of Lot 12 is not feasible as said Lot 12 is within the Stevens Creek drainage basin and that the City will not extend the public sanitary sewer beyond the Antelope Creek ridge line and whereby the Owner further agrees to prepare a traffic impact study reflecting the Owner's proposed development of Lot 12 under a use permit for the O-3 Office Park District.

**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 Lot 12 that is not presently within the corporate limits of the City of Lincoln, Nebraska.
2. No Public Sanitary Sewer. Owner understands and acknowledges the gravity sewer to the southern and eastern portions of Lot 12 is not feasible as Lot 12 is beyond the Antelope Creek ridge line. Owner further understands that City does not intend to extend its public sanitary sewer system beyond the Antelope Creek ridge line to serve the southern and eastern portions of Lot 12 within the 20 year planning period. Owner certifies that Owner does not desire nor need the City's public sanitary sewer system to be extended to serve the eastern one-half of Lot 12 and agrees that after annexation of Lot 12 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 southern and eastern portions of said Lot.
3. Traffic Impact Study. Owner agrees to prepare a traffic impact study reflecting Owner's proposed development under a use permit for an O-3 Office Park District development and the estimated trip generation and driveway volume for the peak hours. Owner further agrees to construct the street improvements, if any, identified in the traffic impact study as needed to meet and accommodate projected adverse effects of the O-3 development.
4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the respective heirs, devisees, personal representatives, successors, and assigns, and shall inure to and run with the property.
5. Amendments. This Agreement may only be amended or modified in writing signed by the parties to this Agreement.
6. Governing Law. All aspects of this Agreement shall be governed by the laws of the

State of Nebraska. The invalidity of any portion of this Agreement shall not invalidate the remaining provisions:

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

8. Assignment. In the case of the assignment of this Agreement by any of the parties, prompt written notice shall be given to the other party who shall at the time of such notice be furnished with a duplicate of such assignment by such assignor. Any such assignment shall not terminate the liability of the assignor to perform its obligations hereunder, unless a specific release in writing is given and signed by the other party to this Agreement.

9. Default. Owner and City agree that the annexation promotes the public, health, safety, and welfare so long as Owner fulfills all of the conditions and responsibilities set forth in this Agreement. In the event Owner defaults in fulfilling any of its covenants and responsibilities as set forth herein, the City may take such remedies, legal or equitable, which the City may have to enforce this Agreement or to obtain the damages for its breach.

10. Recordation. This Agreement shall be filed in the office of the Register of Deeds of Lancaster County, Nebraska at Owner's cost and expense.

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

**ATTEST:**

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

\_\_\_\_\_  
City Clerk

**BY:** \_\_\_\_\_  
Mike Johanns, Mayor

