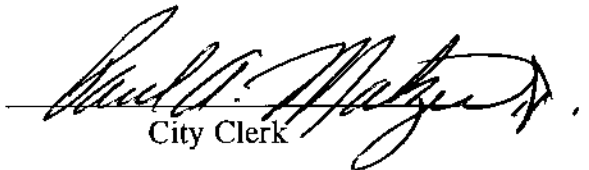


C E R T I F I C A T E

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 A-79281 approving an Annexation Agrmt. between the City & Ridge Development Co., Southview Inc., Ridge Place Ltd. & Large Partnership Ltd. with regard to the annexation of approximately 725 acres of lanad generally located between 27th & 40th Sts., north of Yankee Hill Rd. 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 3rd day of Feb. 1999.


City Clerk

99R-10

Introduce: 1-11-99

RESOLUTION NO. A- 79281

1 BE IT RESOLVED by the City Council of the City of Lincoln, Nebraska:
 2 That the agreement titled Conditional Annexation and Zoning Agreement
 3 for Yankee Hill Road Vicinity ("Annexation Agreement"), which is attached
 4 hereto, marked as Attachment "A" and made a part hereof by reference, between
 5 the City and Ridge Development Company, Southview Inc., Ridge Place Ltd., and
 6 Large Partnership Ltd. (Owners) outlining certain conditions and
 7 understandings between the City and said Owners relating to the annexation and
 8 rezoning of approximately 725 acres of land generally located between 27th and
 9 40th Streets, north of Yankee Hill Road, is approved. The Mayor is authorized
 10 to execute the Annexation Agreement 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 Rick Peo, Assistant City Attorney,
 13 for distribution to the Owners.

14 BE IT FURTHER RESOLVED that the City Clerk is directed to record the
 15 Agreement or a summary memorandum thereof with the Register of Deeds, filing
 16 fees to be paid by the Owners.

(See Council Action on page 2.)

Introduced by:

Lynda Wilson

Approved as to Form and Legality:

Rick Peo
Assistant City Attorney

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

Staff Review Completed:

Kathleen Spill
Administrative Assistant

APPROVED

FEB 3 1999

Neil Spang
MAYOR

ADOPTED

FEB 1 1999

By City Council

99R-10

1/19/99 Council Proceedings:

SENG Moved to delay action for two weeks to 2/1/99.

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

1/25/99 Council Proceedings:

SENG Moved to remove Bill 99R-10 from Pending for action only on 2/1/99.

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

2-1-99

**CONDITIONAL ANNEXATION AND ZONING AGREEMENT
FOR
YANKEE HILL ROAD VICINITY**

THIS CONDITIONAL ANNEXATION AND ZONING AGREEMENT FOR YANKEE HILL ROAD VICINITY ("Agreement") is made and entered into as of this 3rd day of February, 1999, by and between the **CITY OF LINCOLN, NEBRASKA**, a municipal corporation ("City"), **RIDGE DEVELOPMENT COMPANY**, a Nebraska corporation ("Ridge"), **SOUTHVIEW, INC.**, a Nebraska corporation ("Southview"), **RIDGE PLACE, LTD.**, a Nebraska limited partnership ("Ridge Place"), and **LARGE PARTNERSHIP, LTD.**, a Nebraska limited partnership ("Large"). Ridge, Southview, Ridge Place and Large are sometimes hereinafter referred to individually as "Property Owner" and collectively as "Property Owners."

RECITALS

1. The Property Owners have requested an amendment to Figure 16 of the Lincoln City-Lancaster County Comprehensive Plan entitled *Lincoln's Land Use Plan* to reflect the uses shown on the subarea plan which is attached hereto as Attachment "A" and is incorporated herein by this reference.

2. The Property Owners have requested an amendment to Figure 65 of the Lincoln City-Lancaster County Comprehensive Plan entitled *Anticipated 2015 Lincoln Service Limit and Phasing Plan* to designate as "Blue Area" (Phase I -- ready for immediate development) the property legally described on Attachment "B", which is attached hereto and incorporated herein by this reference, and shown on the site plan which is attached hereto as Attachment "C" and is incorporated herein by this reference (the "Property").

3. The Property Owners have requested that the City annex the Property.

4. Property Owners have requested that the City rezone those portions of the Property referred to as Areas 2, 5 through 12, 14 and 15, as legally described on Attachment "D", which is attached hereto and incorporated herein by this reference, from AG to R-3, R-3, R-4, R-3, O-3, B-2, O-3, B-2, R-3, R-3 and O-3 respectively and Area 13 as legally described on Attachment "D" from R-3 to O-3. The proposed changes of zone are shown on Attachment "E", which is attached hereto and incorporated herein by this reference.

5. The City is willing to amend Figure 16 of the Comprehensive Plan entitled *Lincoln's Land Use Plan* to reflect the uses shown on the subarea plan attached as Attachment "A" and to designate the Property as "Blue Area" (Phase I) on Figure 65 of the Comprehensive Plan. The City is also willing to annex the Property and rezone the Property as shown on Attachment "E", provided that the necessary municipal infrastructure improvements are constructed in a timely manner to serve and properly accommodate the area of the proposed annexation and the uses under the proposed zoning.

6. The City and Property Owners recognize that the City does not currently have sufficient funds to devote to these areas to provide for the construction of all necessary infrastructure improvements. The parties also recognize that, in order to support a current Comprehensive Plan amendment, annexation and rezoning of the Property, it is necessary that the Property Owners assume certain cost responsibilities for various portions of the necessary municipal infrastructure improvements. The parties are entering into this Agreement for the purpose of providing for the construction of the infrastructure improvements necessary for the

area of the proposed Comprehensive Plan amendments, annexation and rezoning and for the allocation of cost responsibilities for such infrastructure between the City and Property Owners.

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

**I.
COMPREHENSIVE PLAN AMENDMENT,
ANNEXATION, REZONING, AND ZONING TEXT AMENDMENT**

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

1. Amending Figure 16 of the Lincoln City-Lancaster County Comprehensive Plan entitled *Lincoln's Land Use Plan* to reflect the uses shown on the subarea plan attached as Attachment "A" and to designate the Property as "Blue Area" (Phase I) on Figure 65 of the Comprehensive Plan entitled the *Anticipated 2015 Lincoln Service Limit and Phasing Plan*;

2. Annexing the Property legally described in Attachment "B" and shown on Attachment "C"; and

3. Approving changes to the Lincoln zoning district maps as legally described in Attachment "D" and shown on Attachment "E". The City and Property Owners recognize the zoning lines established hereunder may be shifted as part of the preliminary plat or use permit process for the Property. The parties acknowledge that the zoning lines approved hereunder do not establish any internal road locations on the Property.

B. Conditional Approval. Said annexation and zoning approvals are conditioned upon the terms, conditions and understandings as set forth in this Agreement being fulfilled. The

parties understand and agree that, notwithstanding the conditional nature of such zoning approvals hereto, the City Council, on its own motion or at the request of any party hereto, may, in the exercise of its lawful legislative authority: (i) amend the Comprehensive Plan; (ii) change the municipal corporate boundaries; (iii) rezone or revise the zoning designations applicable to the Property; or (iv) approve or amend plats, dedications, use permits, special permits, developments, community unit plans, building permits or other land use controls, as future circumstances may warrant.

II. COSTS DEFINED

For purposes of this Agreement, the words and phrases, "cost" or "entire cost" of a type of improvement shall be deemed to include all construction costs, engineering fees, testing expenses, publication costs, financing costs, and related miscellaneous costs, but shall exclude City personnel costs, unless otherwise defined herein.

III. SANITARY SEWER IMPROVEMENTS

A. **Sanitary Sewer Trunk Line.** The City and Property Owners agree that the following are the sanitary sewer trunk lines necessary to permit the Property to be sewerable and to promote the general health and welfare of the City:

1. **Sewer A.** An anticipated 48-inch diameter sanitary sewer, approximately 4400 linear feet in length will be constructed by the Property Owners, at their cost, under the authority of an executive order issued by the Mayor of the City from the City's existing 48-inch diameter sanitary sewer located east of the Burlington Northern Railroad line between Pine Lake Road and Yankee Hill Road as generally shown on Attachment "F", which is attached hereto and

incorporated herein by this reference. The Property Owners agree to use their best efforts to complete Sewer A within one (1) year from the date of this Agreement.

To defray the cost of Sewer A, the City agrees to contribute Seven Hundred Fifty Thousand and No/100 dollars (\$750,000.00) to the Property Owners at the time Sewer A is completed (but not before September 1, 1999); provided that the City Council designates such money for sewer line construction in its Capital Improvement Program. The City agrees to use its best efforts to include the City's share of the funds for Sewer A in its Capital Improvement Program for its fiscal year 1999-2000.

2. Sewer B. An anticipated 18-inch, 12-inch and 10-inch diameter sanitary sewer will be constructed by the Property Owners, at their cost, under the authority of an executive order issued by the Mayor of the City from the terminus of Sewer A as generally shown on Attachment "F". The parties acknowledge the Property Owners may construct Sewer B as one project or in phases as it is needed.

3. Sanitary Sewer Easements for Sewer A and B.

a. Easement Costs. The City, with the cooperation of the Property Owners, shall acquire all temporary and permanent nonexclusive easements necessary for the construction and operation of Sewer A and Sewer B as soon as reasonably possible. The costs of the temporary and permanent easements including but not limited to the amount of any condemnation award, court costs, expert witness fees, testing fees and interest but excluding City staff time and compensation shall be paid by the Property Owners.

b. Easement Dedication. The Property Owners shall dedicate and convey all temporary and permanent nonexclusive sanitary sewer easements to the City for

Sewer A and Sewer B, without additional cost or consideration, necessary for the construction and operation of Sewer A and Sewer B in conjunction with the construction of Sewer A and Sewer B as set forth above. The permanent easements for Sewer A and Sewer B must provide the City the right to construct, reconstruct, repair, operate, maintain, and replace all mains, pipes, manholes, and appurtenance thereto, must prohibit the construction of any buildings on top of the permanent easement areas, and shall be free and clear of any and all mortgages, deeds of trust, or other liens or claims of ownership of any other person. Upon completion of the design and route of Sewer A and Sewer B, the Property Owners, at their own cost and expense, will prepare the necessary and reasonable legal descriptions for the permanent easements (maximum forty (40) feet wide; provided that the soil cut and fill easements may exceed forty (40) feet) and the temporary easements for the City Engineer's approval. The City and the Property Owners agree that such easements shall be only for the smallest space reasonably feasible and in conformity with applicable City ordinances, design standards and regulations.

4. Construction Observation. The City agrees to provide, at its cost, construction observation, including TVing, for Sewer A and Sewer B. The Property Owners shall be responsible for the design, bidding and construction staking for Sewer A and Sewer B.

B. Sewering and Annexing the Balance of the Subarea. The City and Property Owners acknowledge that a significant portion of the costs of Sewer A and the cost of Sewer B will be funded by the Property Owners. Yet, Sewer A and Sewer B will potentially sewer other properties shown on the subarea plan but not subject to this Agreement (collectively "Other Properties"). Therefore, if permitted by law, the City agrees to use its best efforts to charge the owners of said Other Properties their fair share of the cost of said Sewer A and Sewer B based

upon a per acre formula or some other "fair share" formula approved by the City before said Other Properties will be allowed to connect to said Sewer A or Sewer B. If a per acre formula is used, it shall be based upon a per acre cost roughly equivalent to the design costs, right-of-way and easement costs and hard construction costs to provide sewer capacity to serve Area S1 and a portion of Area S2 encompassing approximately 1,037 acres. Notwithstanding the above, the City agrees that in the event the Property Owners purchase all or any portion of the Other Properties, the City shall allow the Property Owners to connect said portions of the Other Properties purchased by the Property Owners to Sewer A or Sewer B without a per acre formula cost charge.

Notwithstanding the above, the Property Owners understand and agree that the City cannot contract away its police powers and legislative discretion and thus the duty of the City to use its best efforts to charge the owners of the Other Properties their fair share of the cost of said Sewer A and Sewer B does not require the City Council for the City to adopt nor restrict the Council from adopting ordinances affecting the City's ability to charge property owners for the right to connect to the City's sewer system.

IV. WATER IMPROVEMENTS

A. **Water Lines.** The City and Property Owners agree that the following are the water lines necessary to serve the Property and will be constructed in the following order, unless the Director of Public Works consents to a different order, and such consent shall not be unreasonably withheld:

1. 12" Water Line in Northeast Corner of 27th Street and Yankee Hill Road.

A 12-inch water main approximately 2,000 linear feet in length shall be constructed by the Property Owners, at their cost, under the authority of an executive order issued by the Mayor of the City in the location shown as Section 1 on Attachment "G", which is attached hereto and incorporated herein by this reference, as part of the platting process for the surrounding property; provided, however, the water main shall be bid and awarded as required by law. The Property Owners agree to use their best efforts to complete the water main within six months of the date of this Agreement, weather permitting. The Property Owners shall be responsible for the cost of constructing a typical 6-inch water line abutting a residential area and the cost of constructing a typical 8-inch water line abutting a commercial area. The City shall be responsible for all costs attributable to oversizing the water main with pipe, valves, fittings and all other accessories that are larger than 6-inch or 8-inch.

2. 16" Water Line in 14th Street and Yankee Hill Road. A 16-inch or 24-inch water main approximately 3,500 linear feet in length shall be constructed by the City in the location shown as Section 2 on Attachment "G" provided that the City Council designates said water main for construction as a City Capital Improvement Project. The City agrees to use its best efforts to include the water main in its Capital Improvement Program for its fiscal year 1999-2000 and, if so included, agrees to use its best efforts to complete the water main in the spring of 2000. To defray the cost of the water main, the Property Owners shall contribute to the City the sum of ninety-six thousand dollars (\$96,000), payable within thirty (30) day following completion of said main.

3. 12" Water Line in Southwest Corner of 27th and Yankee Hill Road. A 12-inch water main approximately 3,000 linear feet in length shall be constructed by the Property Owners, at their cost, under the authority of an executive order issued by the Mayor of the City in the location shown as Section 3 on Attachment "G" as part of the platting process for the surrounding property; provided, however, the water main shall be bid and awarded as required by law. The Property Owners agree to use their best efforts to complete the water main in the spring of 2000. The Property Owners shall be responsible for the cost of constructing a typical 6-inch water line abutting a residential area. The City shall be responsible for all costs attributable to oversizing the water main with pipe, valves, fittings and all other accessories that are larger than 6-inch.

4. 16" Water Line in 40th Street. A 16-inch water main approximately 1,200 linear feet in length shall be constructed in 40th Street by the City in the location shown as Section 4 on Attachment "G" provided that the City Council designates said water main for construction as a City Capital Improvement Project. The City agrees to use its best efforts to include the water main in its Capital Improvement Program for its fiscal year 2000-2001 and, if so included, agrees to use its best efforts to complete the water main in 2001. To defray the cost of the water main, the Property Owners shall contribute to the City the sum of twenty thousand dollars (\$20,000), payable within thirty (30) days following completion of said main.

5. 12" Water Line in Northeast Corner of 27th and Yankee Hill Road. A 12-inch water main approximately 2,500 linear feet in length shall be constructed by the Property Owners, at their cost, under the authority of an executive order issued by the Mayor of the City in the location shown as Section 5 on Attachment "G" as part of the platting process for the

surrounding property; provided, however, the water main shall be bid and awarded as required by law. The Property Owners agree to use their best efforts to complete the water main in 2001. The Property Owners shall be responsible for the cost of constructing a typical 6-inch water line abutting a residential area and the cost of constructing a typical 8-inch water line abutting a commercial area. The City shall be responsible for all costs attributable to oversizing the water main with pipe, valves, fittings and all other accessories that are larger than 6-inch or 8-inch.

6. 12" Water Line in Southwest Corner of 27th and Yankee Hill Road. A 12-inch water main approximately 4,600 linear feet in length shall be constructed by the Property Owners, at their cost, under the authority of an executive order issued by the Mayor of the City in the location shown as Section 6 on Attachment "G" as part of the platting process for the surrounding property; provided, however, the water main shall be bid and awarded as required by law. The Property Owners agree to use their best efforts to complete the water main in 2002. The Property Owners shall be responsible for the cost of constructing a typical 6-inch water line abutting a residential area. The City shall be responsible for all costs attributable to oversizing the water main with pipe, valves, fittings and all other accessories that are larger than 6-inch.

7. 16" Water Line in Yankee Hill Road. A 16-inch water main approximately 2,600 linear feet in length shall be constructed by the City in the location shown as Section 7 on Attachment "G" provided that the City Council designates said water main for construction as a City Capital Improvement Project. The City agrees to use its best efforts to include the water main in its Capital Improvement Program. To defray the cost of the water main, the Property Owners shall contribute to the City the sum of sixty-three thousand dollars (\$63,000), payable within thirty (30) day following completion of said main; provided, however,

if the water main is not constructed by the City within five (5) years from the date of this Agreement, the Property Owners shall pay the City Sixty-three Thousand and no/100 Dollars (\$63,000.00) and their obligation under this paragraph shall be completed.

B. Other Water Lines. The remaining water lines shown on Attachment "G" shall be completed by the City as part of its future capital improvements program or by other land owners, but shall not be required as part of this Agreement.

C. Service of Additional Property. The City and Property Owners acknowledge that the water mains described in paragraph A above, will provide water to the Other Properties. Notwithstanding the above, the Property Owners, as an inducement for the City to enter into this Agreement, have agreed to pay for the total cost of constructing a typical 6-inch water line abutting a residential area and the total cost of constructing a typical 8-inch water line abutting a commercial area for the water mains described in subsections 1, 2, 3, 5, 6, and 7 of paragraph A above. Therefore, if permitted by law and in order to be fair, the City agrees to require the Other Properties which abut the water mains described in subparagraphs 1, 2, 3, 5, 6 and 7 of paragraph A above to also pay the total costs of constructing a typical 6-inch water line abutting a residential area and the total cost of constructing a typical 8-inch water line abutting a commercial area prior to allowing said Other Properties to connect to said water mains.

The Property Owners understand and agree that the authority, if any, of the City to charge the owners of the Other Properties said cost is limited to those situations where annexation of the Other Properties is discretionary and not mandated by law (i.e. automatic annexation of abutting property) or Comprehensive Plan Policy (i.e. land which is engulfed by the City should be annexed).

Notwithstanding the above, the Property Owners understand and agree that the City cannot contract away its police powers and legislative discretion and thus the duty of the City to use its best efforts to charge the owners of the Other Properties their fair share of the cost of said water mains does not require the City Council for the City to adopt nor restrict the Council from adopting ordinances affecting the City's ability to charge property owners for the right to connect to the City's water system.

**V.
OTHER NECESSARY MUNICIPAL IMPROVEMENTS**

A. Streets. The City and the Property Owners covenant and agree that the following Street improvements will be needed:

1. Yankee Hill Road from 14th Street to 27th Street. The Property Owners shall grade and pave, at their cost and with a limited contribution from the County of Lancaster, Yankee Hill Road from 14th Street to 27th Street ("YHR West Leg") to rural standards as described in the Agreement for Paving Yankee Hill Road South 14th Street to South 27th Street dated May 12, 1998, as amended, between the Property Owners and the County of Lancaster, Nebraska. The Property Owners agree to use their best efforts to cause the completion of the YHR West Leg within two (2) years from the date of this Agreement. The Property Owners understand and agree that in the event the Property is annexed into the City of Lincoln prior to Property Owners' receiving the limited contributions from the County of Lancaster, the City shall not be responsible to assume the liability for that contribution and those funds shall be provided for and paid by the Property Owners.

2. Yankee Hill Road from 27th Street to 40th Street. The Property Owners shall pave, at their cost, Yankee Hill Road from 27th Street to 40th Street (“YHR East Leg”) to the same rural standards as described for the YHR West Leg above. The Property Owners shall be required to complete the YHR East Leg within the time frame established during final platting of the Property. The Property Owners agree that at the time the Property is preliminary platted they shall be responsible for grading the Property up to the right-of-way line and one-half of the abutting right-of-way for the YHR East Leg to an elevation acceptable to the Director of the Public Works Department.

Prior to the time the Property Owners construct the YHR East Leg to rural standards, the City and Property Owners agree to work together to find an alternative design, that is acceptable to all parties, for the YHR East Leg that is more adaptable to an urban section. In the event the parties agree on an alternative design for the YHR East Leg prior to the Property Owners’ construction of said road to rural standards, the Property Owners agree to contribute \$160,000 (the value of the improvements they agreed to construct to the YHR East Leg) to the City to help defray the cost of the YHR East Leg under the new design.

3. Right-of Way Costs. The City, with the cooperation of the Property Owners, shall acquire any right-of-way and drainage easements necessary for the construction of the YHR West Leg. The City agrees to acquire the right-of-way and easements as soon as reasonably possible. The costs of the right-of-way and temporary and permanent easements including, but not limited to, the amount of any condemnation award, court costs, expert witness fees, testing fees and interest but excluding City staff time and compensation shall be paid by the Property Owners.

4. Right-of-Way and Easement Dedication. The Property Owners shall dedicate and convey all right-of-way and temporary and permanent nonexclusive drainage easements needed from the Property for the construction of the YHR West Leg, without additional cost or consideration; provided that the total right-of-way for the YHR West Leg shall not exceed one hundred feet (100) in width. The City and the Property Owners agree that any drainage easements shall be only for the smallest space reasonably feasible.

5. Use Permit and Traffic Studies. The Property Owners agree that the existing improvements to South 27th Street and the contemplated improvements Yankee Hill Road and South 40th Street under this Agreement may not be sufficient to handle the impact of full development of the Property under its approved commercial zoning and that traffic impact studies are necessary to determine whether additional off-site transportation improvements are needed because of the commercial developments. The Property Owners agree to complete and submit a traffic study to the City at the time the Property Owners apply for a commercial use permit on any portion of the Property.

B. Sidewalks. Each Property Owner agrees to be responsible, at its cost, for those sidewalks abutting each Property Owner's respective tract and complete said sidewalks as required by the City's platting, use permit or special permit process concurrent with adjacent development.

C. Intentionally Deleted.

D. Trails. The Property Owners shall dedicate to the City a nonexclusive easement for a hiker/biker trail as generally shown on Attachment "H", which is attached hereto and incorporated herein by this reference. The location of the trail is recognized to be general and

may be adjusted through mutual agreement between the City and Property Owners. The easement to be dedicated shall be twenty (20) feet in width. The dedication shall be made at no cost to the City and shall be free and clear of all liens, taxes, and assessments, and free of any encumbrances, which would, in the opinion of the Director, adversely affect the use of the property for trail purposes and subject to tenants in possession whose tenancy is one year or less in duration. The City will not require the Property Owners to construct such trail improvements as part of a preliminary or plat, use permit, special permit, community unit plan, planned unit development or comprehensive plan amendment. Until said trail improvements are constructed on the easement area, the Property Owners are entitled to farm the easement areas.

E. Preliminary Plat Issues. The parties acknowledge the City has raised issues regarding the dedication of right-of-way for Rokeby Road and additional right-of-way at the intersection of arterials which will be resolved at the time the Property is preliminary platted.

VI. CONSTRUCTION STANDARDS

Unless otherwise stated herein, all construction of required municipal infrastructure improvements, shall be completed in accordance with the City of Lincoln's standard specifications for municipal construction which are on file in the Office of the City Engineer and shall be subject to inspection and approval by the City Engineer.

VII. SECURITY

Within thirty (30) days from the execution of this Agreement, the Property Owners shall provide to the City a bond, escrow or other security agreement, approved by the City Attorney, in

the amount of \$ 440,000 to guaranty construction of Sewer A as described in Section III.A.1. In conjunction with the final platting of the Property, the Property Owners shall provide to the City bonds, escrows or other security agreements, approved by the City Attorney, in the following amounts as security for the listed infrastructure:

- A. \$490,000 to guaranty construction of Sewer B as described in Section III.A.2.;
- B. \$48,000 to guaranty construction of the water main described in Section IV.A.1.;
- C. \$96,000 to guaranty payment for the water main described in Section IV.A.2.;
- D. \$72,000 to guaranty construction of the water main described in Section IV.A.3.;
- E. \$20,000 to guaranty payment for the water main described in Section IV.A.4.;
- F. \$80,000 to guaranty construction of the water main described in Section IV.A.5.;
- G. \$110,000 to guaranty construction of the water main described in Section IV.A.6.;

and

- H. \$63,000 to guaranty payment for the water main described in Section IV.A.7.

VIII. FUTURE COST RESPONSIBILITIES

Except as stated herein, it is understood and agreed between the parties that the provision of the above described municipal infrastructure improvements and the allocation of cost responsibilities therefore in no way limit the right of the City to impose reasonable conditions or to require reasonable additional dedications, contributions, or construction in conjunction with the approval of future zoning requests, plats and dedications, use permits, special permits, planned unit developments, or community unit plans incorporating therein the Property or any portion thereof which has been subject to annexation or rezoning in conjunction with this

Agreement. Such future dedications, contributions and construction may include, but shall not be limited to, local sewers, water mains, paving, trails, detention ponds, storm sewers, or transportation improvements relating to commercial development, including necessary street widening, traffic signals and added turn lanes necessitated, in the opinion of the City, by major commercial development in the area.

**IX.
DEFAULT**

The parties agree that the rezoning of the Property promotes the public health, safety and welfare so long as the Property Owners fulfill all of the conditions and responsibilities set forth in this Agreement. In the event that the Property Owners default in fulfilling any of the covenants or responsibilities as set forth in this Agreement, the City may, in the exercise of its legislative authority, rezone said property to the previous zoning designations or such other zoning designations as the City may deem appropriate under the then existing circumstances. The City shall not have any responsibility to enforce any clause in this Agreement that does not involve the City.

**X.
NOTICES**

Any notice hereunder shall be given in writing to the party for whom it is intended, in person or by certified mail, at the following addresses or at such future addresses as may be designated in writing:

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

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

Property Owners: Seacrest & Kalkowski, P.C.
ATTN: Kent Seacrest
1111 Lincoln Mall, Suite 350
Lincoln, NE 68508

**XI.
BINDING EFFECT**

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

**XII.
AMENDMENTS**

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

**XIII.
FURTHER ASSURANCES**

The parties agree to use their best and reasonable efforts to successfully carry out and complete each task, covenant, and obligation as stated herein, the parties shall cooperate in good faith with the others and shall do any and all acts and execute, acknowledge, and deliver any and all documents so requested in order to satisfy the conditions set forth herein and to carry out the intents and purposes of this Agreement.

**XIV.
EXECUTION IN COUNTERPARTS**

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

**XV.
GOVERNING LAW**

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

**XVI.
INTERPRETATIONS**

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

**XVII.
RELEASE**

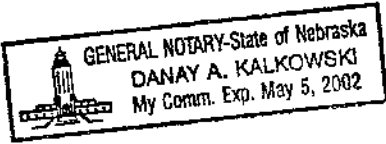
Notwithstanding any contrary provisions herein, any Buildable Lot shall automatically be deemed released from all of the terms of this Agreement without further written release, except for Sections V.A.5., VIII., and XIII. A "Buildable Lot" shall mean a buildable lot of record as defined by the City subdivision ordinances that has been lawfully subdivided from the Property.

**XVIII.
MEMORANDUM**

This Agreement or a summary memorandum thereof shall be recorded by the City with the Register of Deeds of Lancaster County, filing fees therefore to be paid in advance by the Property Owners.

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 15 day of January, 1999 by Gerald L. Schleich, President of **SOUTHVIEW, INC.**, a Nebraska corporation, on behalf of the corporation.



Danay A. Kalkowski
Notary Public

RIDGE PLACE, LTD., a Nebraska limited partnership

By: Southview, Inc., a Nebraska corporation, General Partner

Gerald L. Schleich
By: Gerald L. Schleich, President

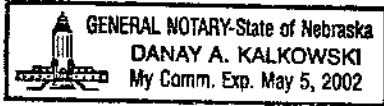
By: Ridge Development Company, a Nebraska corporation, General Partner

Thomas E. White
By: Thomas E. White, President of Development

John C. Brager
By: John C. Brager, President of Construction

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

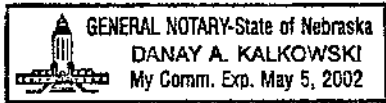
The foregoing was acknowledged before me this 15 day of January, 1999, by Gerald L. Schleich, President of Southview, Inc., a Nebraska corporation, General Partner of **RIDGE PLACE, LTD.**, a Nebraska limited partnership on behalf of the limited partnership.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

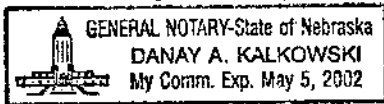
The foregoing was acknowledged before me this 18 day of January, 1999, by Thomas E. White, President of Development of Ridge Development Company, a Nebraska corporation, General Partner of **RIDGE PLACE, LTD.**, a Nebraska limited partnership, on behalf of the limited partnership.



Danay A. Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 18 day of January, 1999, by John C. Brager, President of Construction of Ridge Development Company, a Nebraska corporation, General Partner of **RIDGE PLACE, LTD.**, a Nebraska limited partnership, on behalf of the limited partnership.



Danay A. Kalkowski
Notary Public

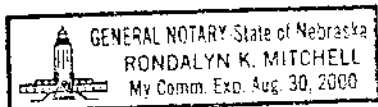
LARGE PARTNERSHIP, LTD., a Nebraska limited partnership

By: *Richard L. Large*
Richard L. Large, General Partner

By: *Charlotte M. Large*
Charlotte M. Large, General Partner

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

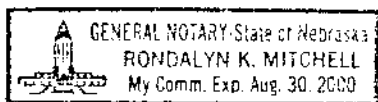
The foregoing instrument was acknowledged before me this 18th day of January, 1999 by Richard L. Large, as general partner of **LARGE PARTNERSHIP, LTD.**, a Nebraska limited partnership, on behalf of the limited partnership.



Rondalyn K. Mitchell
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 18th day of January, 1999 by Charlotte M. Large, as general partner of **LARGE PARTNERSHIP, LTD.**, a Nebraska limited partnership, on behalf of the limited partnership.



Rondalyn K. Mitchell
Notary Public

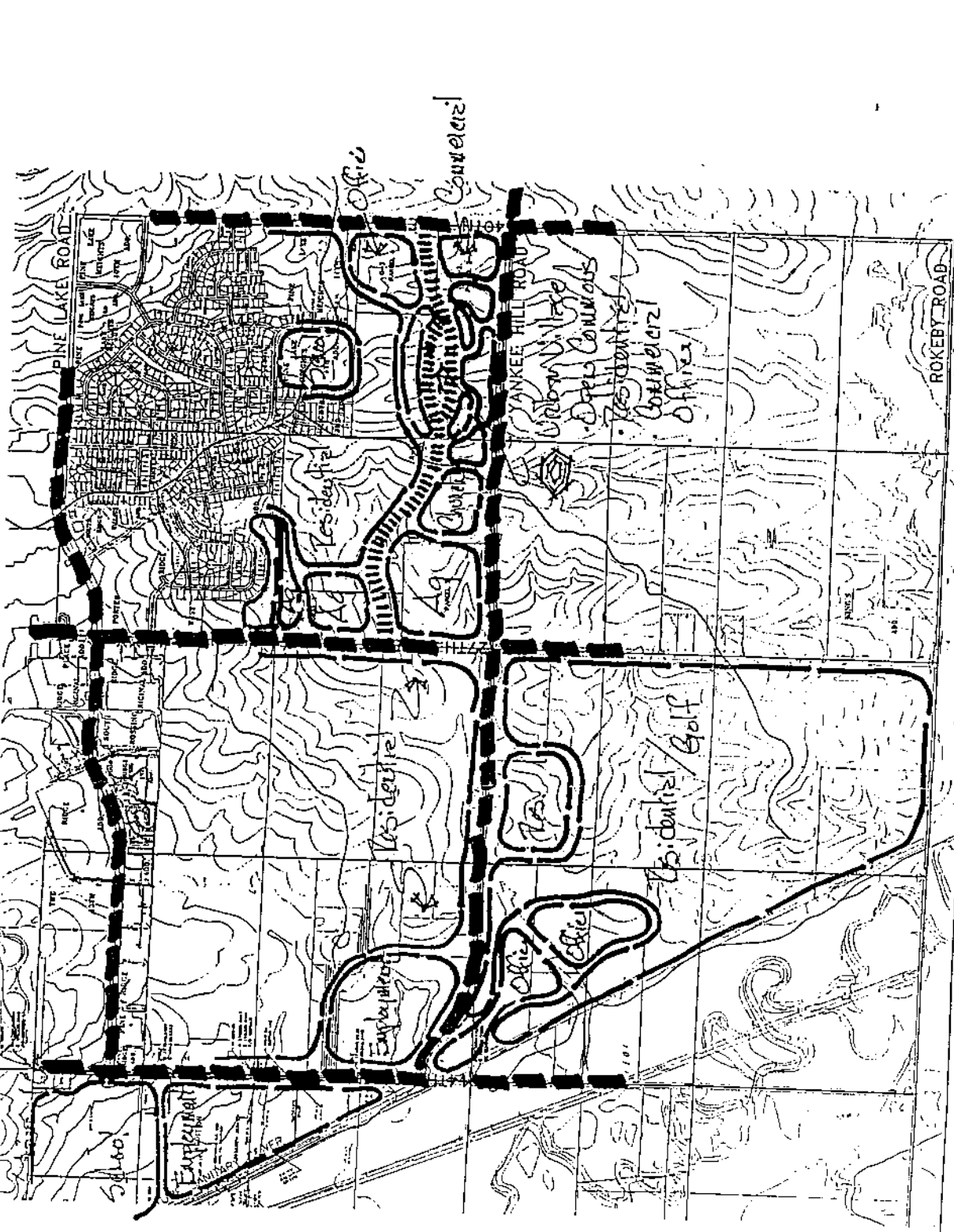


EXHIBIT Sobara Plan

11/4/98

OLSSON ASSOCIATES
CONSULTING ENGINEERS

1111 Lincoln Ave., P.O. Box 64633, Lincoln, NE 68506

DWG. # XXXX

Attachment "A"