

18R-144

Introduce: 10-22-18

RESOLUTION NO. A- 91354

1 BE IT RESOLVED by the City Council of the City of Lincoln, Nebraska:

2 That the Conditional Annexation and Zoning Agreement which is attached hereto, marked  
3 as Attachment "A" and made a part hereof by reference, among the City of Lincoln, Heritage  
4 Lakes, LLC, BCLINC, LLC, B & J Partnership, Ltd., David Rallis, M.D., Christopher A. Kidwell,  
5 Homestead Acres, LLC, and East O Realty Company, relating to the construction of a residential  
6 development and various public improvements necessitated by the annexation of approximately  
7 103.07 acres on property generally located northwest of the intersection of 98<sup>th</sup> and A Streets and  
8 legally described as the remaining portion of Lot "D" in the subdivision of the East Half of Section  
9 26, Township 10 North, Range 7 East of the 6<sup>th</sup> P.M.; Lot 18 I.T. located in the Northeast Quarter  
10 of Section 35, Township 10 North, Range 7 East of the 6<sup>th</sup> P.M.; Lot 30 I.T., located in the  
11 Northwest Quarter of Section 35, Township 10 North, Range 7 East of the 6<sup>th</sup> P.M.; Lot 2, Collure's  
12 4<sup>th</sup> Addition; and a portion of the remaining portion of Lot "A", subdivision of the East Half of  
13 Section 26, Township 10 North, Range 7 East of the 6<sup>th</sup> P.M.; all in Lincoln, Lancaster County,  
14 Nebraska and re-zoning the property from AG Agricultural District to R-3 Residential District, as  
15 set out in the Agreement is hereby approved and the Mayor is authorized to execute the  
16 Conditional Annexation and Zoning Agreement on behalf of the City.

17 BE IT FURTHER RESOLVED that the City Clerk is directed to return the original and one  
18 fully-executed copy of the Conditional Annexation and Zoning Agreement to George Wesselhoft,  
19 Planning Department, for recording with the Register of Deeds and distribution to the owners.  
20 Recording fees are to be paid in advance by the owners.

21 BE IT FURTHER RESOLVED that the City Clerk is directed to forward a copy of this  
22 Agreement to Tim Sieh, Assistant City Attorney.


Introduced by:



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

Approved as to Form & Legality:

  
City Attorney

Approved this 9<sup>th</sup> day of Nov., 2018:  
  
Mayor

ADOPTED

NOV 5 2018

BY CITY COUNCIL

After recording please return  
to: Thomas C. Huston  
Cline Williams Wright  
Johnson & Oldfather, LLP  
233 South 13<sup>th</sup> Street, Suite 1900  
Lincoln, NE 68508

**CONDITIONAL ANNEXATION AGREEMENT  
FOR EAST "A" STREET COALITION**

THIS CONDITIONAL ANNEXATION AGREEMENT FOR EAST "A" STREET COALITION ("Agreement") is made and entered into as of the date of execution by the last signatory hereto as indicated below by and among:

- **City of Lincoln, Nebraska**, a municipal corporation ("City");
- **Heritage Lakes, LLC**, a Nebraska limited liability company ("Heritage");
- **BCLINC, L.L.C.**, a Nebraska limited liability company ("BCLINC");
- **B & J Partnership, Ltd.**, a Nebraska limited partnership ("B&J");
- **David, David, John, LLC**, a Nebraska limited liability company ("Rallis");
- **Christopher A. Kidwell** ("Kidwell");
- **Homestead Acres, Inc.**, a Nebraska corporation ("Homestead"); and
- **East O Realty Company**, a Nebraska limited corporation ("East O Realty").

(collectively, Heritage, BCLINC, B&J, Rallis, Kidwell, Homestead, and East O Realty are referred to as the "Parcel Owners").

## RECITALS

A. The Parcel Owners have collectively requested the City to annex approximately 200 acres of land generally located on the north and south sides of East "A" Street located generally between 94<sup>th</sup> and 98<sup>th</sup> Streets. The request for annexation is on a phased basis as the individual parcels owned by the Parcel Owners are legally described on Exhibit "A", attached and incorporated by this reference (collectively, the "East "A" Street Annexation Area");

B. Concurrently with the annexation request, some of the Parcel Owners request that the City approve a change of zone from the AG Agriculture District to the R-3 residential zoning classification with a Community Unit Plan ("CUP") overlay designation as shown and depicted on Exhibit "B", attached and incorporated by this reference;

C. Additionally, the Parcel Owners request that the City amend its Capital Improvement Plan ("CIP") to include the construction of a sanitary sewer trunk line to provide sanitary sewer service to the East "A" Street Annexed Area via a line connection to the Stevens Creek Sanitary Sewer Trunk in the CIP for FY 2021-2022 or to provide reimbursement to the Parcel Owners should they construct said sanitary sewer line at their cost and expense prior to FY2021-2022 as provided below; and

D. The City is willing to annex the East "A" Street Annexation Area and approve the change of zone request conditioned that the Parcel Owners agree to assist in addressing the impacts of the development of the East "A" Street Annexation Area as provided in the terms and conditions of this Agreement.

NOWHEREFORE, in consideration of the mutual promises described below, the Parcel Owners and the City agree as follows:

1. **Annexation**. The City agrees to annex the real estate owned by the Parcel Owners,

as described on Exhibit "A", in accordance with the following schedule:

A. Phase One Annexation. The real estate owned by Heritage, BCLINC, B&J, Rallis and East O Realty all comprise the Phase One annexation area, as described on Exhibit "A-1", attached and incorporated by this reference, which shall be annexed concurrently with the approval of this Annexation Agreement into the city limits of the City of Lincoln. East O Realty is a party to this Annexation Agreement solely for purposes of annexing its parcel, as described on Exhibit "A" and included on the legal description on Exhibit "A-1". The land owned by East O Realty which shall be annexed is comprised of the clubhouse, pool and improved area, but excludes the golf course, practice areas and its environs. East O Realty shall not participate in the change of zone described in paragraph 2 below. East O Realty also shall not be responsible or obligated for any of the costs and expenses associated with the design, construction, or maintenance of (i) the sanitary sewer improvements, including the Pump Station Improvements, described in paragraph 3, provided that the East O Realty property shall have the right and be entitled to connect its property to the described sanitary sewer system when completed, (ii) the Intersection Improvements described in paragraph 4, (iii) the pedestrian trail relocation described in paragraph 5, and (iv) the grading of 98th Street as described in paragraph 6.

B. Phase Two Annexation Area. The real estate owned by the Parcel Owners identified as Kidwell and Homestead shall comprise the Phase Two annexation area. The legal description for which is attached as Exhibit "A-2". The Phase Two annexation area shall be annexed by the City at a later time, the trigger for which shall be the application of the Parcel Owners for and City approval of the preliminary plat, special permit or use permit for their respective parcels. Kidwell and Homestead shall:

- i. Not be responsible for any of the costs associated with the design,

- construction, repair or maintenance of the Pump Station Improvements described in paragraph 3(B) and 3(C) below, unless they individually proceed to annex and develop their parcels and utilize the Pump Station Improvements to provide sanitary sewer service for their parcel; and
- ii. Not be responsible for the costs of design and construction of the Intersection Improvements described in paragraph 4; the sidewalks and pedestrian trail improvements described in paragraph 5; or the grading of 98<sup>th</sup> Street as described in paragraph 6.

2. **Change of Zone.** The City agrees to approve the change of zone and a Community Unit Plan special permit for the East "A" Street Coalition areas as follows:

A. **R-3 District.**

- i. **Phase One Change of Zone.** The Parcel Owners including Heritage, BCLINC, B&J and Rallis seek to change their zoning classification from the "AG" agricultural district to the "R-3" Residential zoning district. The area to be changed from the AG to the R-3 zoning classification is depicted and described on Exhibit "B", attached and incorporated by this reference; and

- ii. **Phase Two Change of Zone.** The real estate owned by the Parcel Owners identified as Kidwell and Homestead shall seek a change of zone for their properties concurrently with their request for annexation as described in paragraph 1(B) above. Nothing in this Agreement shall be construed as the City approving such a change of zone as no application has been submitted requesting such a change.

B. Community Unit Plan. The Parcel Owners included in the Phase One Change of Zone have concurrently requested a Community Unit Plan under LMC Chapter 27.65 as shown on the site plan submitted with such application. The Parcel Owners included in Phase Two shall similarly seek approval of a Community Unit Plan at the time they submit an application to the City for the Phase Two Change of Zone.

3. Sanitary Sewer.

A. Design and Construction of Main Lines. The City is constructing its main Stevens Creek trunk sanitary sewer line ("Stevens Creek Trunk Line") from approximately 95<sup>th</sup> and "O" Streets to approximately 98<sup>th</sup> and Van Dorn Streets. In addition, the City has agreed to, at its cost and expense, design a sanitary sewer line to connect the East "A" Street Annexation Area to the Stevens Creek Trunk Line to be located in a route generally depicted and shown on Exhibit "C", attached hereto and incorporated herein by this reference. The Parcel Owners agree to grant the City easements without additional consideration for the East "A" Street Sewer Line.

B. Temporary Pump Station & Force Main Alternative. The Parcel Owners shall, at their cost and expense, design and construct a temporary pump station and force main waste water improvements ("Pump Station Improvements") to use such alternative system pursuant to the City's "Policy on Temporary Pump Station & Force Mains" adopted by the Lincoln City Council on December 6, 2004 via Resolution A-83112. The terms and conditions of the Pump Station Improvements are contained in the Pump Station Improvements Rider attached as Exhibit "F" and incorporated by this reference. The service area to be served by the Pump Station Improvements shall include the approximately ten (10) acres owned by East O Realty to be annexed but the Parcel Owners other than East O Realty shall be responsible for the payment of the costs. East O Realty shall not be required or obligated to pay any costs or

expenses related to the Pump Station Improvements.

C. The City shall grant to Parcel Owners an easement within the pedestrian trail right of way north of "A" Street generally between 93<sup>rd</sup> Street and a point approximately 1,250 feet north west of the western boundary of the Parcel Owners' Property allowing Parcel Owners to construct, install, operate, and maintain a Force Main Parcel Owners shall construct said Force Main using construction techniques that are designed to create the least amount of interference with the use of the trail both during and following construction. Said easement shall be for a period not to exceed ten years, provided, however, it shall terminate upon the occurrence of the earlier of the decommissioning of the Pump Station Improvements or the assumption of responsibility for the Pump Station Improvements by the City.

D. Where applicable, the Parcel Owners, within the boundaries of their respective properties, shall design and construct, at their individual cost, the internal sewer lines (collectively, "Internal Sewer Lines") required to service the Phase One Annexation Area in phases. The Internal Sewer Lines shall be constructed pursuant to the City's Executive Order construction procedure as part of the platting process. Each Parcel Owner whose parcel will contain an Internal Sewer Line shall be responsible for the cost of constructing a typical 8-inch sanitary sewer line, and the City shall be responsible for all costs attributable to oversizing any Internal Sewer Line with pipe, valves, fittings, and all other accessories that are larger than 8 inches. Notwithstanding the previous sentence, the City will reimburse the Parcel Owner who constructs any section of 12-inch or greater Internal Sewer Lines that cannot be utilized directly for service the entire cost of constructing said section. If required, the oversized Internal Sewer Lines shall be publicly bid and awarded as provided by law.

4. **Intersection Improvements.**

A. **Design and Construction.** At its cost and expense, the East "A" Street



Coalition shall design and construct the intersection improvements to be installed generally at 93<sup>rd</sup> and "A" Streets which shall be submitted to the Public Works Department of the City of Lincoln for its review and approval (collectively, the "Intersection Improvements"). The Intersection Improvements generally are shown, in schematic form, on Exhibit "D", attached and incorporated by this reference. To the extent that the design of such Intersection Improvements requires the dedication of additional right-of-way to the City to facility the construction of such Intersection Improvements, the East "A" Street Coalition agrees to dedicate such right-of-way on the final plats for the parcels. East O Realty shall not be required or obligated to pay any costs or expenses related to the Intersection Improvements.

B. Reimbursement. In addition to the Intersection Improvements, the cost of: (i) paving of the rural section roundabout; and (ii) the grading and drainage work associated with the construction of the Intersection Improvements constitute "Impact Fee Facility Improvements" for purposes of LMC § 27.82.040 and the City shall reimburse the East "A" Street Coalition for the Impact Fee Facility Improvements from the impact fees generated by development of the East "A" Street Annexation Area. Upon completion of the Impact Fee Facility Improvements, the East "A" Street Coalition shall provide evidence of such final cost to the City to be reimbursed by the City from the impact fees collected from the property included in the East "A" Street Coalition Area.

C. Right In/Right Out Turns. The Parcel Owners shall install, at their cost and expense, turn lanes in "A" Street at its intersection with 91<sup>st</sup> Street to permit right-in and right-out traffic movement on the south side of "A" Street. The costs of construction of the turn lanes shall not be reimbursable from Impact Fees generated by the private improvements constructed in the East "A" Street Annexation Area. Provided, however, the cost and expense of the grading conducted in the "A" Street right-of-way shall be reimbursable to the East "A" Street

Coalition to the extent that it is consistent with the final grade for the ultimate construction of "A" Street as an arterial street between 84<sup>th</sup> and 98<sup>th</sup> Streets. The Parcel Owners shall provide evidence of such final cost of the right-of-way grading to be reimbursed by the City from the arterial street impact fees collected from the property included in the East "A" Street Coalition Area.

5. **Pedestrian Trail.**

A. **Exchange of Parcels.** The City owns and operates a pedestrian trail as shown on Exhibit "E-1", attached and incorporated by this reference. The pedestrian trail shall remain in its current location and not be moved. The City agrees to convey the trail right-of-way, as depicted and described as Trade Parcel 1 on Exhibits "E-2" and "E-3", to Heritage Lakes, LLC in exchange for the receipt of a conveyance of additional right-of-way consisting of the area depicted and described as Trade Parcel 2 on Exhibits "E-4" and "E-5".

B. **Maintenance/Indemnity.** Upon the completion of the exchange of deeds described above for the pedestrian trail, the City shall continue to operate the pedestrian trail and, thereafter, shall be responsible for the repair, replacement and maintenance of the pedestrian trail including, snow removal.

C. **Sidewalks.** The East "A" Street Coalition shall, in conjunction with its construction of the Intersection Improvements described above and pursuant to the City's Executive Order construction process, at its cost and expense, construct and install five (5) foot wide sidewalks in the "A" Street right-of-way on the north side of A Street from the west boundary line of the East "A" Street Annexation Area to the intersection of said sidewalk with the MoPac Trail at approximately 97<sup>th</sup> Street. In lieu of completion of the sidewalk from 97<sup>th</sup> Street to 98<sup>th</sup> Street, the East "A" Street Coalition shall contribute a cash equivalent of the construction costs

of a five (5) foot wide sidewalk using a Five and No/100 Dollar (\$5.00) per square foot pricing for that span of sidewalk on the north side of "A" Street between 97<sup>th</sup> and 98<sup>th</sup> Street. East O Realty shall not be required or obligated to pay any costs or expenses related to the pedestrian trail work described in this paragraph 5.

6. **98<sup>th</sup> Street**. The East "A" Street Coalition shall have the option to undertake the grading of the 98<sup>th</sup> Street right-of-way which borders the East "A" Street Annexation Area on its east boundary pursuant to the City's Executive Order construction process. The 98<sup>th</sup> Street right-of-way to be graded shall include that area from the northern right-of-way line of "A" Street to the northern boundary line of the East "A" Street Coalition Area (the "98<sup>th</sup> Street Grading Boundaries"). If the East "A" Street Coalition exercises its right to perform the grading of the 98<sup>th</sup> Street right-of-way, it shall be responsible for all costs associated with the grading of 98<sup>th</sup> Street, including but not limited to all costs associated with grading to final grades, erosion control and seeding the right-of-way once grading is completed. Upon completion of the 98<sup>th</sup> Street grading, the East "A" Street Coalition shall submit evidence of such final cost to the City. The 98<sup>th</sup> Street grading work shall constitute Impact Fee Facility Improvements for purposes of LMC § 27.82.040 and the City shall reimburse the East "A" Street Coalition from the impact fees generated by the homes and other improvements to be constructed in the East "A" Street Coalition Area. The selection of a contractor to perform the 98<sup>th</sup> Street grading shall be made following a public bidding process if the cost of such grading is anticipated to exceed \$100,000. East O Realty shall not be required or obligated to pay any costs or expenses related to the any of the 98<sup>th</sup> Street work described in this paragraph 6. It is expressly understood and agreed that the foregoing shall not in any way alter or modify any obligations or responsibilities of Lancaster County, or the City by virtue of any assignment from or agreement with Lancaster County, under recorded deeds from East O Realty and other adjacent property owner(s) relating to 98<sup>th</sup> Street

north of A Street and the construction of roadway improvements thereon.

7. **Water Main.** The City shall extend, at its cost and expense, the water main in the "A" Street right-of-way to 94<sup>th</sup> Street to serve the East "A" Annexation Area to be placed into service by June 30, 2019.

8. **Binding Effect.** This Agreement shall run with the East "A" Street Annexation Area and be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.

9. **Amendments.** This Agreement may only be amended or modified in writing signed by the parties to this Agreement.

10. **Contribution for Rural Fire District.** The Parcel Owners understand and acknowledge that the City may not annex and portion of East "A" Street Annexation Area lying within the boundaries of the Southwest Rural Fire District except by the City assuming and paying that portion of all outstanding obligations of the District which would otherwise constitute an obligation of the portion of East "A" Street Annexation Area being annexed. The Parcel Owners desire to be annexed by the City and therefore agree to pay the amount which must be paid to the Southeast Rural Fire Protection District in order for the annexation to be complete. The parties anticipate that no payment shall be required.

11. **Further Assurances.** Each party will use reasonable efforts to successfully carry out and complete each task, covenant, and obligation as stated herein. Each of the parties shall cooperate in good faith with the other 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 carry out the intent and purposes of this Agreement.

12. **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.

13. **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.

14. **Construction.** Whenever used herein, including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

15. **Relationship of Parties.** Neither the method of computation of funding or any other provisions contained in this Agreement or any acts of any party shall be deemed or construed by the City, Parcel Owners, or by any third person to create the relationship of partnership or of joint venture or of any association between the parties other than the contractual relationship stated in this Agreement.

16. **Assignment.** In the case of the assignment of this Agreement by any of the parties, prompt written notice shall be given to the other parties 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 parties to this Agreement.

17. **Default.** The Parcel Owners and City agree that the annexation and change of zone promote the public health, safety, and welfare so long as the Parcel Owners fulfill all of the conditions and responsibilities set forth in this Agreement. In the event the Parcel Owners default in fulfilling any of its covenants and responsibilities as set forth in this Agreement, the City may, in its legislative authority, rezone the rezoned property to its previous designation or such other

designations as the City may deem appropriate under the then existing circumstances, or take such other remedies, legal or equitable, which the City may have to enforce this Agreement or to obtain damages for its breach.

18. **Definitions.** For purposes of this Agreement, the words and phrases "cost" or "entire cost" of a type of improvement shall be deemed to include all design and engineering fees, testing expenses, construction costs, publication costs, financing costs, and related miscellaneous costs. For the purpose of this Agreement the words and phrases "building permit", "development", "Impact Fee Facility", "Impact Fee Facility Improvements", and "site-related improvements" shall have the same meaning as provided for said words and phrases in the Impact Fee Ordinance.

19. **Recordation.** This Agreement or a memorandum thereof shall be filed in the office of the Register of Deeds of Lancaster County, Nebraska at the Parcel Owners' cost and expense.

20. **Exhibits.** The following Exhibits are attached to this Agreement and incorporated by this reference:

- Exhibit "A" – Legal Descriptions of Parcels
- Exhibit "A-1" – Description of Phase One Annexation Area
- Map "A-1" of Phase One Annexation Area
- Exhibit "A-2" – Description of Phase Two Annexation Area – Kidwell/Homestead
- Map "A-2" of Phase Two Annexation Area
- Exhibit "B" – Description of R-3 Zoning District
- Map "B" of R-3 Zoning District
- Exhibit "C" – Route of East "A" Street Sewer Line
- Exhibit "D" – Intersection Improvements
- Exhibit "E-1" – Current Pedestrian Trail
- Exhibit "E-2" – Trail Parcel 1 - Depiction
- Exhibit "E-3" – Trail Parcel 1 – Legal Description
- Exhibit "E-4" – Trail Parcel 2 – Depiction
- Exhibit "E-5" – Trail Parcel 2 – Legal Description
- Exhibit "F" – Pump Station Improvements Rider

[SIGNATURE PAGES TO FOLLOW]

Dated as of Nov, 2018 by the City.

“CITY”

CITY OF LINCOLN, NEBRASKA, a municipal corporation

By: [Signature]  
Chris Beutler, Mayor

STATE OF NEBRASKA     )  
                                          ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of Nov., 2018, by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation, on behalf of the municipal corporation.



(Seal)

[Signature]  
Notary Public

Dated as of Oct 25, 2018 by Heritage Lakes, LLC.

"HERITAGE"

HERITAGE LAKES, LLC, a Nebraska limited liability company

By: Gary Kort  
Name: Gary Kort  
Title: Manager

STATE OF NEBRASKA           )  
                                                  ) ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me this 25<sup>TH</sup> day of OCTOBER, 2018, by GARY KORT, MANAGER, of Heritage Lakes, LLC, on behalf of the limited liability company.

Matthew J. Severin  
Notary Public

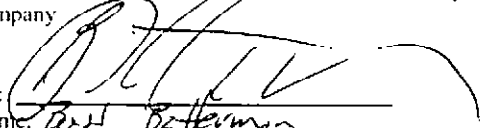




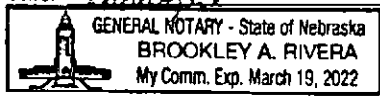
Dated as of Oct 23, 2018 by BCLINC, L.L.C.

**"BCLINC"**


BCLINC, L.L.C., a Nebraska limited liability company

By:   
Name: Boyd Batterman  
Title: Manager

STATE OF NEBRASKA )  
                                          ) ss.  
COUNTY OF LANCASTER )



The foregoing instrument was acknowledged before me this 23 day of October, 2018, by Boyd Batterman, Manager, of BCLINC, L.L.C., on behalf of the limited liability company.

  
Notary Public

Dated as of 10/19, 2018 by B & J Partnership, Ltd.

**"B&J"**

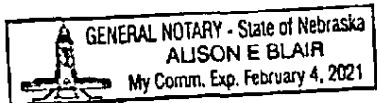
B & J PARTNERSHIP, LTD., a Nebraska limited partnership

By: *Clay F. Smith*  
Name: Clay F. Smith  
Title: General Partner

STATE OF NEBRASKA            )  
                                                  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of October, 2018, by Clay F. Smith, General Partner, of B & J Partnership, Ltd., on behalf of the limited partnership.

*Alison E. Blair*  
Notary Public



Dated as of November 1, 2018 by David, David, John, LLC.

“RALLIS”

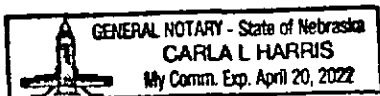
DAVID, DAVID, JOHN, LLC, a Nebraska limited liability company

By: John Rallis  
Name: John Rallis  
Title: Manager

STATE OF NEBRASKA            )  
                                                  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of November, 2018, by John Rallis, Manager of David, David, John, LLC, a Nebraska limited liability company.

CSH  
\_\_\_\_\_  
Notary Public



Dated as of Oct. 24, 2018 by Christopher A. Kidwell.

**"KIDWELL"**

CHRISTOPHER A. KIDWELL, Individually

Chris Kidwell

STATE OF NEBRASKA            )  
                                                  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of October, 2018, by Christopher A. Kidwell, individually, on his own behalf.

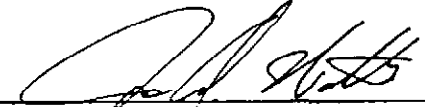
Gina Wiechman  
Notary Public

State of Nebraska - General Notary  
GINA WIECHMAN  
My Commission Expires  
June 11, 2022

Dated as of October 25<sup>th</sup>, 2018 by Homestead Acres, Inc.

**"HOMESTEAD"**

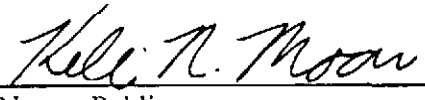
HOMESTEAD ACRES, INC., a Nebraska corporation

By:   
James D. Watts, President

STATE OF NEBRASKA                    )  
                                                          ) ss.  
COUNTY OF LANCASTER            )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of October, 2018, by James D. Watts, President, of Homestead Acres, Inc., on behalf of the limited liability company.



  
Notary Public

Dated as of Oct. 24, 2018 by East O Realty Company.

“EAST O REALTY”

EAST O REALTY, a Nebraska corporation

By: [Signature]  
Name: Kim B. Brown  
Title: It's President

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of October, 2018, by Kim Brown President of East O Realty, on behalf of the corporation.

[Signature]  
Notary Public



**EXHIBIT "A"**  
**Legal Descriptions**

Heritage Property

Tract 1:

A legal description for a tract of land composed of a part of Lot "D", in the subdivision of the East Half (E1/2) of Section Twenty-Six (26), Township Ten (10) North, Range Seven (7) East, of the 6<sup>th</sup> P.M., Lancaster County, Nebraska and more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter (SE1/4) of said Section Twenty-Six (26); thence, on an assumed bearing of North 00 degrees 10 minutes 19 seconds East, along the West line of said Southeast Quarter (SE1/4), a distance of 50.00 feet to a point on the North right-of-way line of "A" Street, said point being the point of beginning; thence, continuing, North 00 degrees 10 minutes 19 seconds East, along the West line of said Southeast Quarter (SE1/4), and along the West line of said Lot "D", a distance of 758.74 feet to a point on the South line of the former Missouri Pacific Railroad (MOPACRR); thence South 37 degrees 12 minutes 22 seconds East, along the South line of said former MOPACRR, a distance of 126.73 feet to a point; thence around a curve in a counter-clockwise direction, having a radius of 1,495.18 feet a delta angle of 03 degrees 38 minutes 50 seconds, an arc length of 95.18 feet, along the South line of said former MOPACRR, a chord bearing of South 39 degrees 02 minutes 00 seconds East, and a chord distance of 95.16 to a point; thence North 49 degrees 16 minutes 01 seconds East, along the South line of said former MOPACRR, a distance of 12.50 feet to a point; thence around a curve in a counter-clockwise direction, having a radius of 1,482.68 feet, a delta angle of 35 degrees 05 minutes 57 seconds, an arc length of 908.28 feet, along a South line of said former MOPACRR, a chord bearing of South 58 degrees 26 minutes 10 seconds East, and a chord distance of 894.15 feet to a point; thence South 75 degrees 58 minutes 47 seconds East, along a South line of said MOPACRR, a distance of 574.07 feet to a point on the North right-of-way line of "A" Street; thence North 89 degrees 24 minutes 40 seconds West, along the North right-of-way of "A" Street, said line being 50.00 feet North of and parallel with South line of said Southeast Quarter (SE1/4), a distance of 1,467.22 feet to the point of beginning.

Tract 2:

A legal description for a tract of land composed of a part of Lot "D", in the subdivision of the East Half (E1/2) of Section Twenty-Six (26), Township Ten (10) North, Range Seven (7) East, of the 6<sup>th</sup> P.M., Lancaster County, Nebraska, and more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter (SE1/4) of said Section Twenty-Six (26); thence, on an assumed bearing of North 89 degrees 24 minutes 40 seconds West, along the South line of said Southeast Quarter (SE1/4), a distance of 95.85 feet to a point; thence North 00 degrees 35 minutes 20 seconds East, a distance of 50.00 feet to a point on the North right-of-way line of "A" Street, said point being the point of beginning; thence North 89 degrees 24 minutes 40 seconds West, along the North right-of-way of "A" Street, said line being 50.00 feet North of and parallel with the South line of said Southeast Quarter (SE1/4), a distance of 570.31 feet to a point on the North line of the former Missouri Pacific Railroad (MOPACRR); thence around a curve in a counter-clockwise direction, having a radius of 1,532.69 feet, a delta angle of 11 degrees 47 minutes 17 seconds, an arc length of 315.33 feet, along a North line of said former MOPACRR, a chord bearing of North 70 degrees 04 minutes 24 seconds West, and a chord distance of 314.78

feet to a point: thence North 75 degrees 57 minutes 50 seconds West, along the North line of said former MOPACRR, a distance of 95.04 feet to a point; thence South 14 degrees 01 minutes 13 seconds West, along a West line of said former MOPACRR, a distance of 50.19 feet to a point; thence North 75 degrees 58 minutes 47 seconds West, along the North line of said former MOPACRR, a distance of 659.07 feet to a point; thence around a curve in a clockwise direction, having a radius of 1,382.68 feet, a delta angle of 03 degrees 25 minutes 01 seconds, an arc length of 82.46 feet, along a North line of said former MOPACRR, a chord bearing of North 74 degrees 16 minutes 39 seconds West, and a chord distance of 82.45 feet to a point on the centerline of an existing easement as referred to in Book 44, Page 461, records of Lancaster County; thence North 02 degrees 53 minutes 28 seconds East, along the centerline of an existing easement as referred to in said Book 44, Page 461, a distance of 700.88 feet to a point on the North line of said Lot "D", said line being the South line of Lot "A", in the subdivision of the East Half (E1/2) of Section Twenty-Six (26), Township Ten (10) North, Range Seven (7) East, said point being located 520.22 feet Easterly from the Southwest corner of said Lot "A" thence South 85 degrees 27 minutes 21 seconds East, along the North line of said Lot "D", said line being the South line of said Lot "A", a distance of 170.32 feet to a point; thence North 87 degrees 21 minutes 26 seconds East, along the North line of said Lot "D" said line being the South line of said Lot "A", a distance of 1,514.12 feet to a point on the West right-of-way line of 98<sup>th</sup> Street, as referred to in Inst. No. 2007-56307, records of Lancaster County, said point being 60.00 feet West of the East line of said Southeast Quarter (SE1/4); thence South 00 degrees 22 minutes 29 seconds East, along the West right-of-way line of said 98<sup>th</sup> Street, said line being 60.00 feet West of and parallel with the East line of said Southeast Quarter (SE1/4), a distance of 325.94 feet to a point; thence South 89 degrees 37 minutes 31 seconds West, along the West right-of-way line of 98<sup>th</sup> Street, a distance of 10.00 feet to a point that is 70.00 feet West of the East line of said Southeast Quarter (SE1/4); thence South 00 degrees 22 minutes 29 seconds East, along the West right-of-way line of 98<sup>th</sup> Street, said line being 70.00 feet West of and parallel with the East line of said Southeast Quarter (SE1/4), a distance of 665.09 feet to a point that is 85.00 feet North of the South line of said Southeast Quarter (SE1/4); thence South 45 degrees 06 minutes 36 seconds West, along the West right-of-way line of 98<sup>th</sup> Street, a distance of 35.06 feet to a point that is 60.00 feet North of the South line of said Southeast Quarter (SE1/4) and 95 feet West of the East line of said Southeast Quarter (SE1/4); thence South 00 degrees 22 minutes 29 seconds East, along the West right-of-way line of 98<sup>th</sup> Street, said line being 95.00 feet West of and parallel with the East line of said Southeast Quarter (SE1/4), a distance of 10.00 feet to the point of beginning.

#### BCLINC Property

Being in a part of Lot "D", a Subdivision of the East Half (E 1/2) of Section Twenty-Six (26), Township Ten (10) North, Range Seven (7) East of the 6<sup>th</sup> P.M., Lancaster County, Nebraska, more particularly described as follows: Beginning at the most Southwesterly corner of Lot "A" in the East Half (E1/2) of Section Twenty-Six (26); thence South 85 degrees 34 minutes 30 seconds East along the South line of Lot "A", a distance of 519.98 feet to the centerline of road easement; thence South 2 degrees 43 minutes 27 seconds West along the centerline of the said road easement, a distance of 698.53 feet, more or less, to a point on the North right of way line of the Missouri Pacific Railroad tracks; thence in a Northwesterly direction along the said right of way line and on a curve to the right having a radius of 1,382.40 feet, a distance of 558.59 feet; thence North along a line extended South from the West line of Lot "A", a distance of 468.87 feet, more or less, to the point of beginning.



B & J Property

The West 370 feet of Lot D in the subdivision of the East Half of Section 26, Township 10 North, Range 7 East of the 6<sup>th</sup> P.M., Lancaster County, Nebraska, lying North of the Missouri Pacific Railroad Right-of-way, and South of Hillcrest Heights.

Rallis Property

Lot 18, Irregular Tract located in the Northeast Quarter of Section 35, Township 10 North, Range 7 East of the 6<sup>th</sup> P.M., Lancaster County, Nebraska.

Kidwell Property

Lot 30 in the Northwest Quarter of Section 35, Township 10 North, Range 7 East of the 6<sup>th</sup> P.M., Lancaster County, Nebraska.

Homestead Acres Property

Lot 2, Collure's 4<sup>th</sup> Addition, Lancaster County, Nebraska.

East O Realty Company Property

A Tract Of Land Composed Of A Portion Of The Remaining Portion Of Lot A, Subdivision Of The East One Half Of Section 26, Township 10 North, Range 7 East Of The 6th P.M., Lancaster County, Nebraska. And More Particularly Described As Follows:

**Beginning** At The Southeast Corner Of Lot 9, Block 7, Hill Crest Heights. Said Point Being On A West Line Of The Remaining Portion Of Lot A, Subdivision Of The East One Half Of Section 26, Township 10 North, Range 7 East Of The 6th P.M.; Thence Northerly On The East Line Of Said Lot 9. And On An East Line Of Lot 8, Block 7, Hillcrest Heights, Said Line Being A West Line Of Said Remaining Portion Of Lot A, On An Assumed Bearing Of N00°14'07"E, A Distance Of 316.92' To A North Corner Of Said Remaining Portion Of Lot A; Thence S89°58'06"E, On A South Line Of Said Lot 8. And On The South Line Of Lot 7, Block 7, Hillcrest Heights, Said Line Being A North Line Of Said Remaining Portion Of Lot A, A Distance Of 353.42' To The Southeast Corner Of Said Lot 7; Thence S26°58'13"E. A Distance Of 541.22' To A Point; Thence S05°02'53"W, A Distance Of 324.65' To A Point Of Intersection With A South Line Of The Remaining Portion Of Lot A. Subdivision Of The East One Half Of Section 26, Township 10 North, Range 7 East Of The 6th P.M.; Said Point Being On A North Line Of The Remaining Portion Of Lot D, Subdivision Of The East One Half Of Section 26, Township 10 North, Range 7 East Of The 6th P.M., Thence N85°27'21"W, On A South Line Of Said Remaining Portion Of Lot A, Said Line Being A North Line Of Said Remaining Portion Of Lot D, A Distance Of 575.24' To The Southwest Corner Of Said Remaining Portion Of Lot A; Thence N00°14'07"E. On A West Line Of Said Remaining Portion Of Lot A, Said Line Being An East Line Of Said Remaining Portion Of Lot D, A Distance Of 443.45' To The Point Of Beginning, Said Tract Contains A Calculated Area 407.027.52 Square Feet Or 9.34 Acres, More Or Less

# EXHIBIT "A-1"

## Description of Phase One Annexation Area

### LEGAL DESCRIPTION ANNEXATION

A TRACT OF LAND COMPOSED OF A PORTION OF SOUTH 98TH STREET RIGHT-OF-WAY, A PORTION OF 'A' STREET RIGHT-OF-WAY, A PORTION OF VACATED MISSOURI PACIFIC RAILROAD RIGHT-OF-WAY, AND A PORTION OF THE REMAINING PORTION OF LOTS A AND D, SUBDIVISION OF THE EAST ONE HALF OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 8TH P.M. ALL LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 8TH P.M., A PORTION OF SOUTH 98TH STREET RIGHT-OF-WAY, AND A PORTION OF 'A' STREET RIGHT-OF-WAY, ALL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 8TH P.M., A PORTION OF SOUTH 98TH STREET RIGHT-OF-WAY, AND A PORTION OF 'A' STREET RIGHT-OF-WAY, ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 8TH P.M., A PORTION OF SOUTH 98TH STREET RIGHT-OF-WAY, A PORTION OF 'A' STREET RIGHT-OF-WAY, AND LOT 18 I I, ALL LOCATED IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 8TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 26 TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 8TH P.M., LANCASTER COUNTY, THENCE NORTHERLY ON THE WEST LINE OF SAID SOUTHEAST QUARTER ON AN ASSUMED BEARING OF  $N00^{\circ}08'39"E$ , A DISTANCE OF 1,015.38' TO A POINT OF INTERSECTION WITH A NORTH RIGHT-OF-WAY LINE OF THE VACATED MISSOURI PACIFIC RAILROAD, THENCE  $S37^{\circ}17'23"E$ , ON A NORTH LINE OF SAID VACATED RIGHT-OF-WAY, A DISTANCE OF 791.27' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF  $03^{\circ}39'29"$ , A RADIUS OF 1,370.18', AN ARC LENGTH OF 87.48' ON A NORTH LINE OF SAID VACATED RIGHT-OF-WAY, A CHORD LENGTH OF 87.48', A TANGENT LENGTH OF 43.75', AND A CHORD BEARING OF  $S38^{\circ}05'54"E$  TO A POINT, THENCE  $S49^{\circ}14'00"W$ , ON A EAST LINE OF SAID VACATED RIGHT-OF-WAY, A DISTANCE OF 12.50' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF  $08^{\circ}31'27"$ , A RADIUS OF 1,382.68', AN ARC LENGTH OF 205.71' ON A NORTH LINE OF SAID VACATED RIGHT-OF-WAY, A CHORD LENGTH OF 205.52', A TANGENT LENGTH OF 103.04', AND A CHORD BEARING OF  $S45^{\circ}00'14"E$  TO A POINT OF INTERSECTION WITH A WEST LINE OF A REMAINING PORTION OF LOT D, SUBDIVISION OF THE EAST ONE HALF OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 8TH P.M., THENCE  $N00^{\circ}14'07"E$ , ON A WEST LINE OF SAID REMAINING PORTION OF LOT D, AND ON A WEST LINE OF A REMAINING PORTION OF LOT A, SUBDIVISION OF THE EAST ONE HALF OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 8TH P.M., A DISTANCE OF 1,232.53' TO A NORTH CORNER OF SAID REMAINING PORTION OF LOT A, THENCE  $S89^{\circ}58'05"E$ , ON A NORTH LINE OF SAID REMAINING PORTION OF LOT A, A DISTANCE OF 353.44' TO A NORTH CORNER OF SAID REMAINING PORTION OF LOT A, THENCE  $S26^{\circ}58'13"E$ , A DISTANCE OF 341.27' TO A POINT, THENCE  $S05^{\circ}03'01"W$ , A DISTANCE OF 324.68' TO A POINT OF INTERSECTION WITH A NORTH LINE OF A REMAINING PORTION OF LOT D, THENCE  $S85^{\circ}27'21"E$ , ON A NORTH LINE OF SAID REMAINING PORTION OF D, A DISTANCE OF 115.30' TO A POINT, THENCE  $N87^{\circ}21'20"E$  ON A NORTH LINE OF SAID REMAINING PORTION OF LOT D, AND ON A WESTERLY EXTENSION OF SAID LINE, A DISTANCE OF 1,634.22' TO A POINT OF INTERSECTION WITH A EAST LINE OF SOUTH 98TH STREET RIGHT-OF-WAY, SAID POINT BEING 60.00' EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 8TH P.M., THENCE  $S00^{\circ}27'30"E$ , ON A EAST LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 60.00' EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 988.39' TO A POINT, THENCE  $S44^{\circ}41'00"E$ , ON A NORTHEAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 35.79' TO A POINT LOCATED 85.00' EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER, THENCE  $S00^{\circ}27'30"E$ , ON A EAST LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 85.00' EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 70.01' TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, THENCE  $N88^{\circ}59'49"W$ , ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 15.01' TO A POINT, THENCE  $S00^{\circ}13'04"E$  ON A LINE LOCATED 70.00' EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 8TH P.M., A DISTANCE OF 50.01' TO A POINT OF INTERSECTION WITH A SOUTH RIGHT-OF-WAY LINE OF 'A' STREET, THENCE  $N88^{\circ}59'49"W$ , ON A SOUTH LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 50.00' SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 70.90' TO A POINT, THENCE  $N89^{\circ}24'41"W$ , ON A SOUTH LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 50.00' SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 8TH P.M., A DISTANCE OF 1,649.80' TO THE NORTHEAST CORNER OF LOT 18 I I, THENCE  $S00^{\circ}10'51"E$ , ON THE EAST LINE OF SAID LOT 18 I I, A DISTANCE OF 1,275.38' TO THE SOUTHEAST CORNER OF SAID LOT 18 I I, THENCE  $N89^{\circ}25'27"W$ , ON THE SOUTH LINE OF SAID LOT 18 I I, A DISTANCE OF 989.45' TO THE SOUTHWEST CORNER OF SAID LOT 18 I I, THENCE  $N00^{\circ}10'49"W$  ON THE WEST LINE OF SAID LOT 18 I I, A DISTANCE OF 1,325.63' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 4,489,876.93 SQUARE FEET OR 103.07 ACRES, MORE OR LESS.

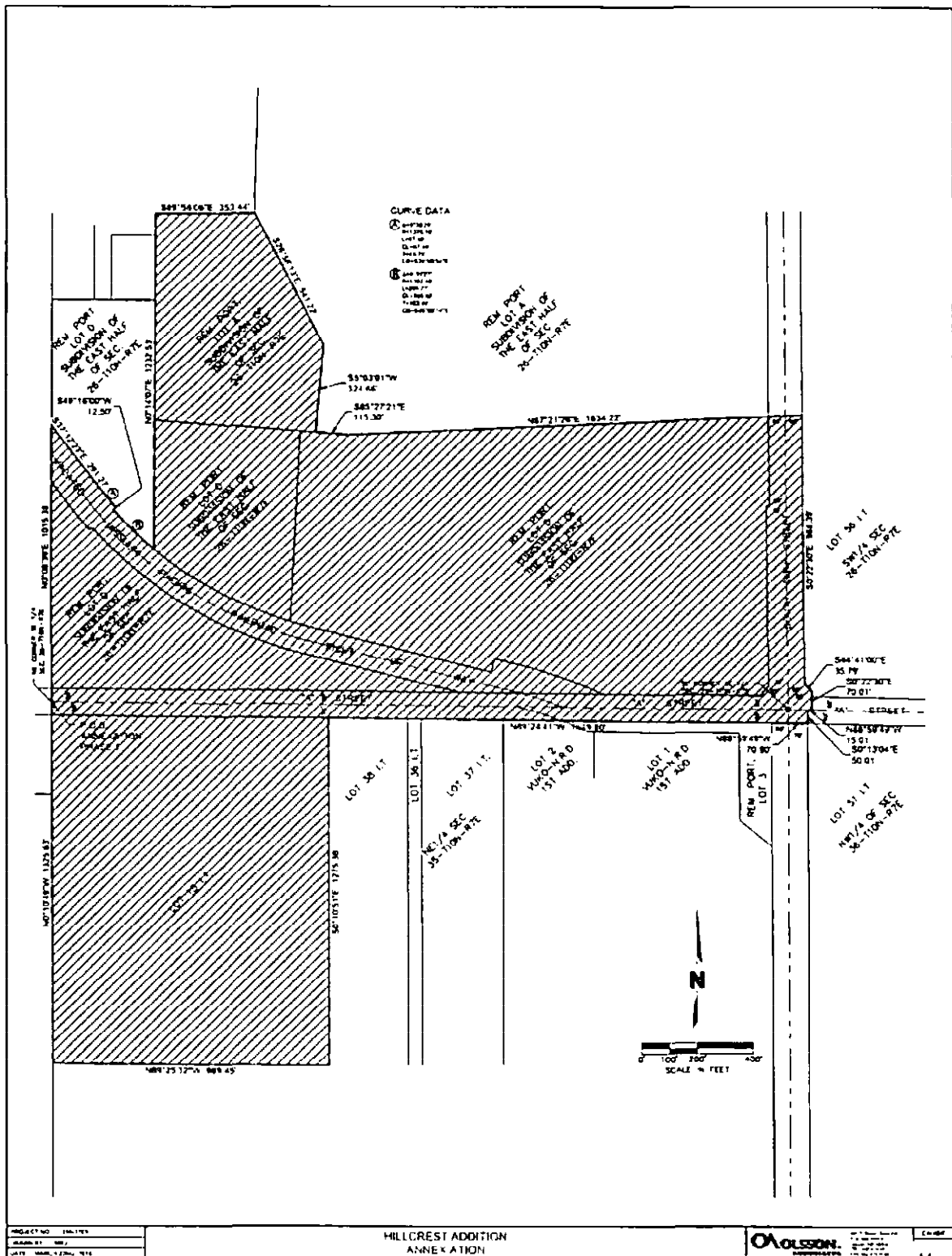
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Wisconsin, May 16, 2018  
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PROJECT NO 018 3109	ANNEXATION LEGAL DESCRIPTION	 <small>OLSSON ASSOCIATES</small>	<small>200 P. Street, Suite 300 P.O. Box 90428 Lincoln, NE 68509 Tel: 402.476.6111 Fax: 402.476.6199</small>
DRAWN BY URJ			<small>CHECKED</small> A-1
DATE MAY 17TH 2018			

# MAP "A-1"

## Depiction of Phase One Annexation Area



**EXHIBIT "A-2"**  
**Description of Phase Two Annexation Area – Kidwell/Homestead**


**LEGAL DESCRIPTION  
ANNEXATION PHASE 2**

A TRACT OF LAND COMPOSED OF A PORTION OF "A" STREET RIGHT-OF-WAY, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LOT 2, COLLURA'S 4TH ADDITION, LOT 30 I.T., AND A PORTION OF "A" STREET RIGHT-OF-WAY, ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., THENCE SOUTHERLY ON THE EAST LINE OF SAID NORTHWEST QUARTER ON AN ASSUMED BEARING OF THENCE S00°10'51"E, A DISTANCE OF 50.00' TO THE NORTHEAST CORNER OF THE REMAINING PORTION OF LOT 20 I.T., SAID POINT BEING ON A SOUTH RIGHT-OF-WAY LINE OF "A" STREET, THENCE CONTINUING S00°10'51"E ON SAID LINE, A DISTANCE OF 290.06' TO THE SOUTHEAST CORNER OF SAID LOT 20 I.T., SAID POINT ALSO BEING A NORTHEAST CORNER OF LOT 30 I.T., SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING S00°10'51"E ON THE EAST LINE OF SAID LOT 30 I.T., SAID LINE BEING THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 2,311.87' TO THE SOUTHEAST CORNER OF SAID LOT 30 I.T., SAID POINT BEING THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER, THENCE N89°27'50"W ON THE SOUTH LINE OF SAID LOT 30 I.T., A DISTANCE OF 1,327.01' TO THE SOUTHWEST CORNER OF SAID LOT 30 I.T., THENCE N00°01'53"W, ON THE WEST LINE OF SAID LOT 30 I.T., ON THE WEST LINE OF LOT 2, COLLURA'S 4TH ADDITION, AND ON A NORTHERLY EXTENSION OF SAID LINE, A DISTANCE OF 2,702.77' TO A POINT OF INTERSECTION WITH A NORTH RIGHT-OF-WAY LINE OF "A" STREET, SAID POINT BEING 50.00' NORTH OF THE SOUTH LINE OF THAT SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M.; THENCE S89°25'28"E, ON A THE NORTH LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 50.00' NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 989.95' TO POINT OF INTERSECTION WITH A NORTHERLY EXTENSION OF THE WEST LINE OF LOT 20 I.T., LOCATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., THENCE S00°10'51"E, ON THE NORTHERLY EXTENSION OF A EAST LINE OF SAID LOT 30 I.T., SAID LINE ALSO BEING A NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 20 I.T., AND ON A EAST LINE OF SAID LOT 30 I.T., AND ON THE WEST LINE OF SAID LOT 20 I.T., A DISTANCE OF 390.03' TO A NORTH CORNER OF SAID LOT 30 I.T., SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 20 I.T., THENCE S89°25'04"E, ON A NORTH LINE OF SAID 30 I.T., A DISTANCE OF 330.03' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 3,447,600.70 SQUARE FEET OR 79.15 ACRES, MORE OR LESS

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 USER: mjohnson

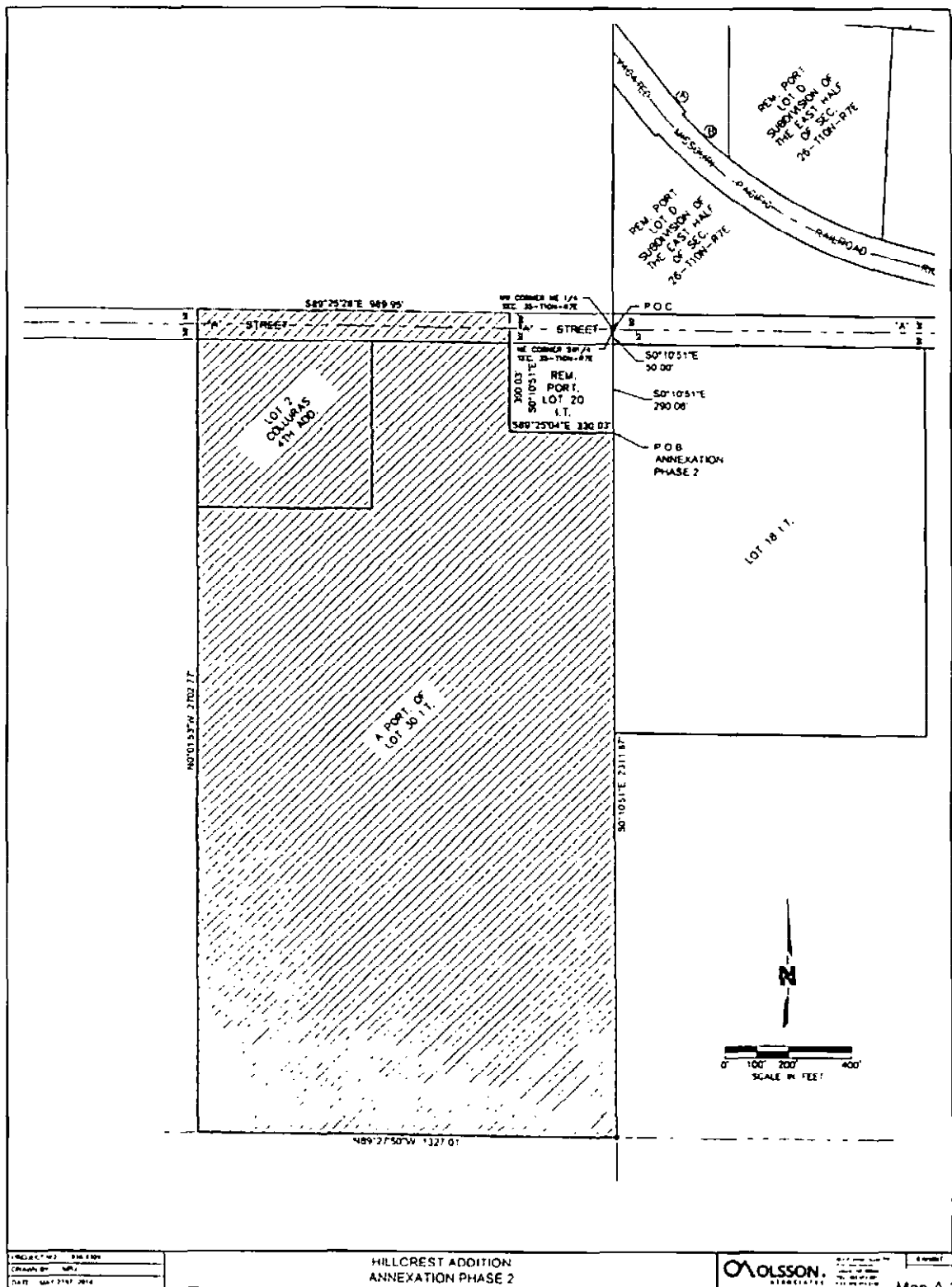
Monday, May 21, 2018  
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PROJECT NO	016-3109	<b>ANNEXATION PHASE 2          LEGAL DESCRIPTION</b>		EXHIBIT
DRAWN BY	MPJ			A-2
DATE	MAY 21ST 2018			

901 P Street, Suite 200  
 P.O. Box 54908  
 Lincoln, NE 68508  
 TEL: 402.474.5311  
 FAX: 402.474.5190

# MAP "A-2"

## Depiction of Phase Two Annexation Area



PROJECT NO. 2014-0001  
 DRAWN BY: [Name]  
 DATE: MAY 27, 2014

PROJECT NO.	2014-0001
DRAWN BY	[Name]
DATE	MAY 27, 2014

**HILLCREST ADDITION**  
**ANNEXATION PHASE 2**



Map A-2

## EXHIBIT "B"

### Description of R-3 Zoning District

#### LEGAL DESCRIPTION CHANGE OF ZONE FROM AG TO R-3

A TRACT OF LAND COMPOSED OF THE REMAINING PORTION LOT D, SUBDIVISION OF THE EAST HALF OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., A PORTION OF VACATED MISSOURI PACIFIC RAILROAD RIGHT-OF-WAY, A PORTION OF "A" STREET RIGHT-OF-WAY, AND A PORTION OF SOUTH 98TH STREET RIGHT-OF-WAY, ALL LOCATED IN SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M.,

TOGETHER WITH THE FOLLOWING:


LOT 18 I.T., AND A PORTION OF "A" STREET RIGHT-OF-WAY, ALL LOCATED IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M.; THENCE NORTHERLY ON THE WEST LINE OF SAID NORTHEAST QUARTER, AND ON A SOUTHERLY EXTENSION OF THE WEST LINE OF THE REMAINING PORTION OF LOT D, SUBDIVISION OF THE EAST HALF OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., AND ON THE WEST LINE OF SAID REMAINING PORTION OF LOT D, ON AN ASSUMED BEARING OF N00°08'39"E, A DISTANCE OF 1,478.89' TO THE NORTHWEST CORNER OF SAID REMAINING PORTION OF LOT D; THENCE S89°52'00"E, ON A NORTH LINE OF SAID REMAINING PORTION OF LOT D, A DISTANCE OF 370.12' TO A NORTH CORNER OF SAID REMAINING PORTION OF LOT D; THENCE S00°14'07"W, ON A EAST LINE OF SAID REMAINING PORTION OF LOT D, A DISTANCE OF 443.45' TO A NORTH CORNER OF SAID REMAINING PORTION OF LOT D; THENCE S85°27'21"E, ON A NORTH LINE OF SAID REMAINING PORTION OF LOT D, A DISTANCE OF 690.54' TO A NORTH CORNER OF SAID REMAINING PORTION OF LOT D; THENCE N87°21'26"E, ON A NORTH LINE OF SAID REMAINING PORTION OF LOT D, AND ON AN EASTERLY EXTENSION OF SAID LINE, A DISTANCE OF 1,574.17' TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE S00°22'30"E, ON THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1,079.59' TO THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE N89°24'41"W, ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER, SAID LINE BEING THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., A DISTANCE OF 1,650.65' TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 18 I.T., THENCE S00°10'51"E, ON THE EAST LINE OF THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 18 I.T., AND ON THE EAST LINE OF LOT 18 I.T., A DISTANCE OF 1,325.38' TO THE SOUTHEAST CORNER OF SAID LOT 18 I.T., THENCE N89°25'32"W, ON THE SOUTH LINE OF SAID LOT 18 I.T., A DISTANCE OF 989.45' TO THE SOUTHWEST CORNER OF SAID LOT 18 I.T., SAID POINT BEING ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35; THENCE N00°10'49"W, ON THE WEST LINE OF SAID NORTHEAST QUARTER, SAID LINE BEING THE WEST LINE OF SAID LOT 18 I.T., AND ON THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 18 I.T., A DISTANCE OF 1,325.63' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 4,189,726.77 SQUARE FEET OR 96.18 ACRES, MORE OR LESS

Wednesday, March 7, 2018

F:\2016\3001-3500\016-3109\40-Design\Survey\SRV\Final Plats\Documents\016-3109\_R3CZ-LEGAL.docx

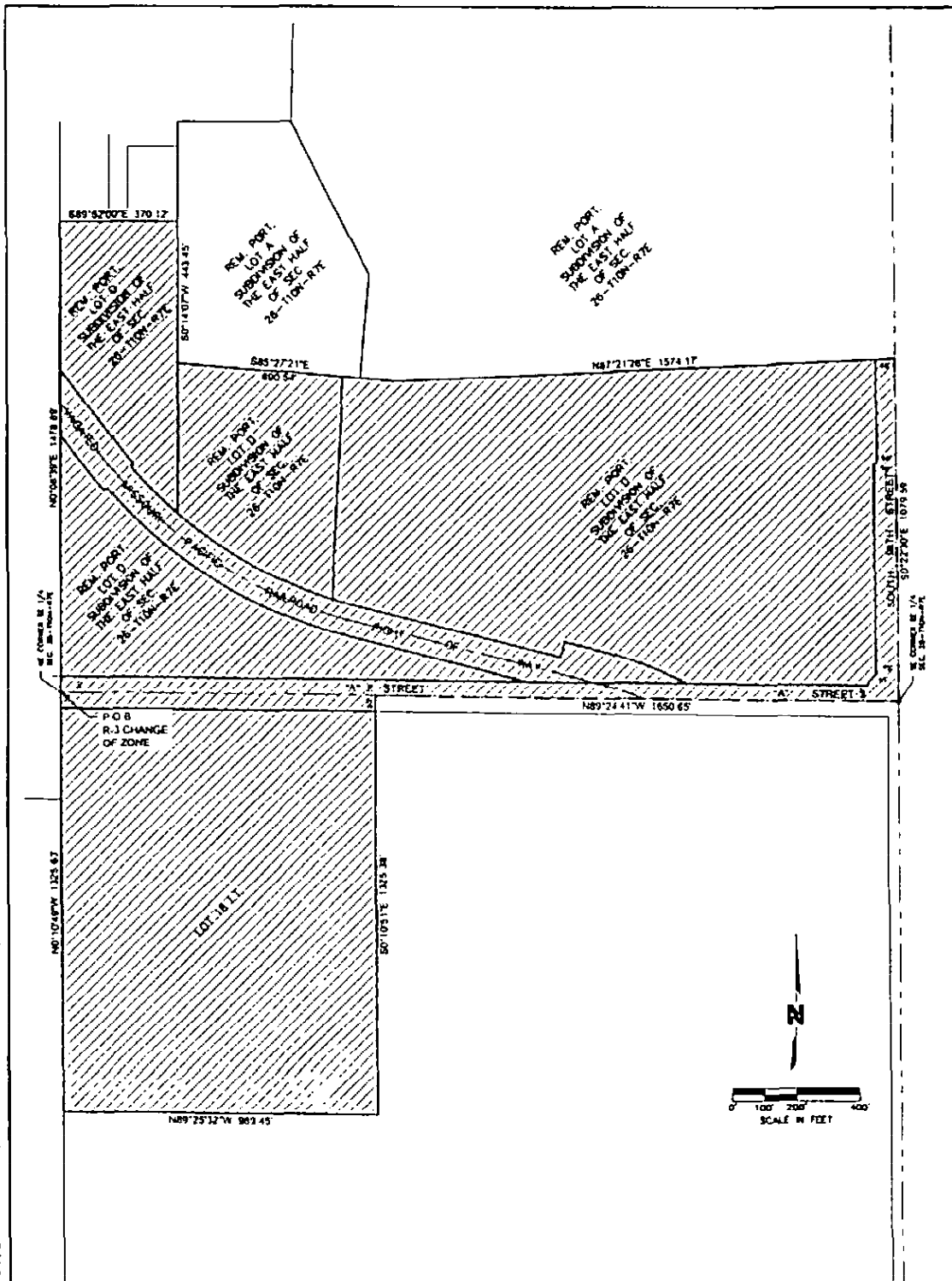
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 User: jphanson  
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 V:\Legal\I.m.h.l. - Overlaid - 015-2087

PROJECT NO	016-3109	<b>CHANGE OF ZONE FROM AG TO R-3 LEGAL DESCRIPTION</b>		EXHIBIT
DRAWN BY	MRJ			<b>B</b>
DATE	MARCH 7TH, 2018			

601 P Street, Suite 200  
 P.O. Box 44608  
 Lincoln, NE 68508  
 TEL: 402.474.6311  
 FAX: 402.474.5166

# MAP "B"

## Depiction of R-3 Zoning District



ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE  
 DATE 08-14-2014 BY 60322 UCBAW/STP/STP

PROJECT NO.	014 3100
DRAWN BY	MLJ
DATE	APRIL 17, 2014

**HILLCREST ADDITION**  
 CHANGE OF ZONE FROM AG TO R-3



SHEET  
 Map B

**EXHIBIT "C"**  
**Route of East "A" Street Sewer Line**

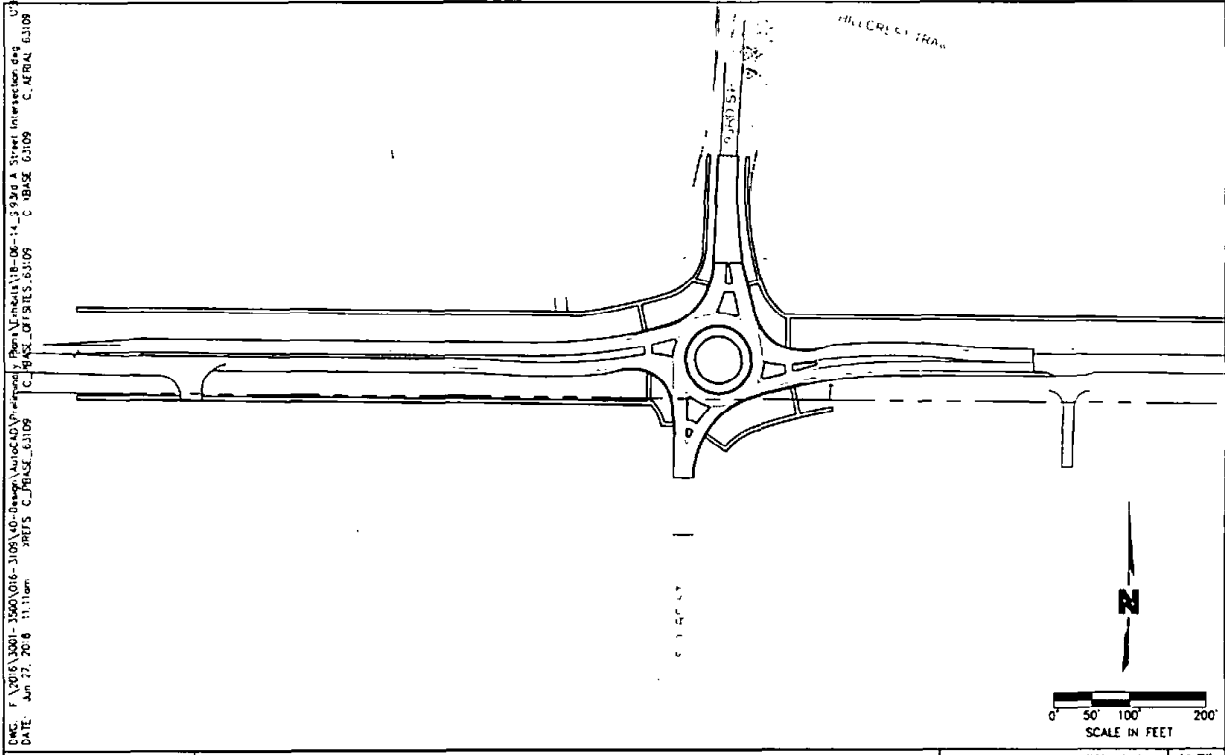




# EXHIBIT "D"

## Intersection Improvements

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 PROJECT: C:\PROJECTS\16-3109 C:\PROJECTS\16-3109 C:\PROJECTS\16-3109

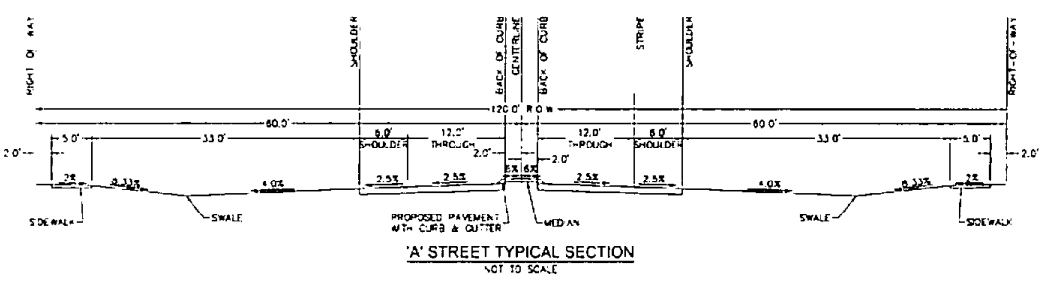


PROJECT NO.	016-3109
DRAWN BY:	BPS
DATE:	6-16-16

SOUTH 93RD & 'A' STREET

<small>           4517 Shuman Avenue, Suite 200            12000 SW 20th Street            Miami, FL 33199            Tel: 305-556-1100            Fax: 305-556-1100         </small>	<b>EXHIBIT</b> <b>1</b>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------

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DATE: Jun 27 2018 10:36am; 1503



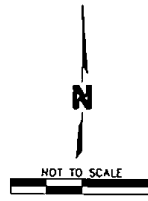
PROJECT NO.	016-210
DESIGNED BY	BPH
DATE	4-27-18

### A STREET TYPICAL SECTION

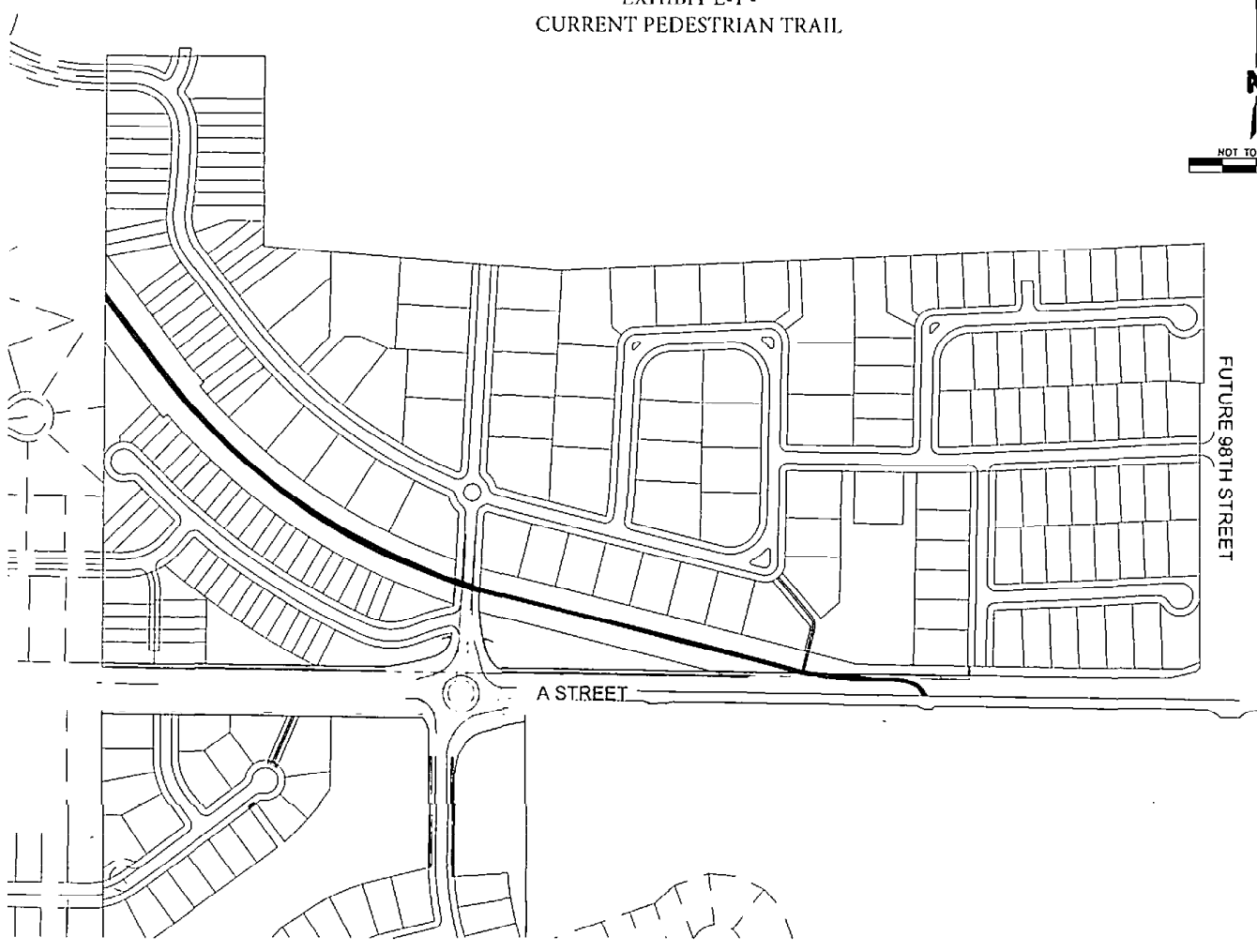
500 S Street, Suite 200  
 F.O. Box 18620  
 Columbia, MD 21040  
 Tel. 410.771.9111  
 Fax 410.771.9140

EXHIBIT
2

EXHIBIT E-1 -  
CURRENT PEDESTRIAN TRAIL



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PROJECT NO:	016-3109
DRAWN BY:	EAH
DATE:	09/13/2018

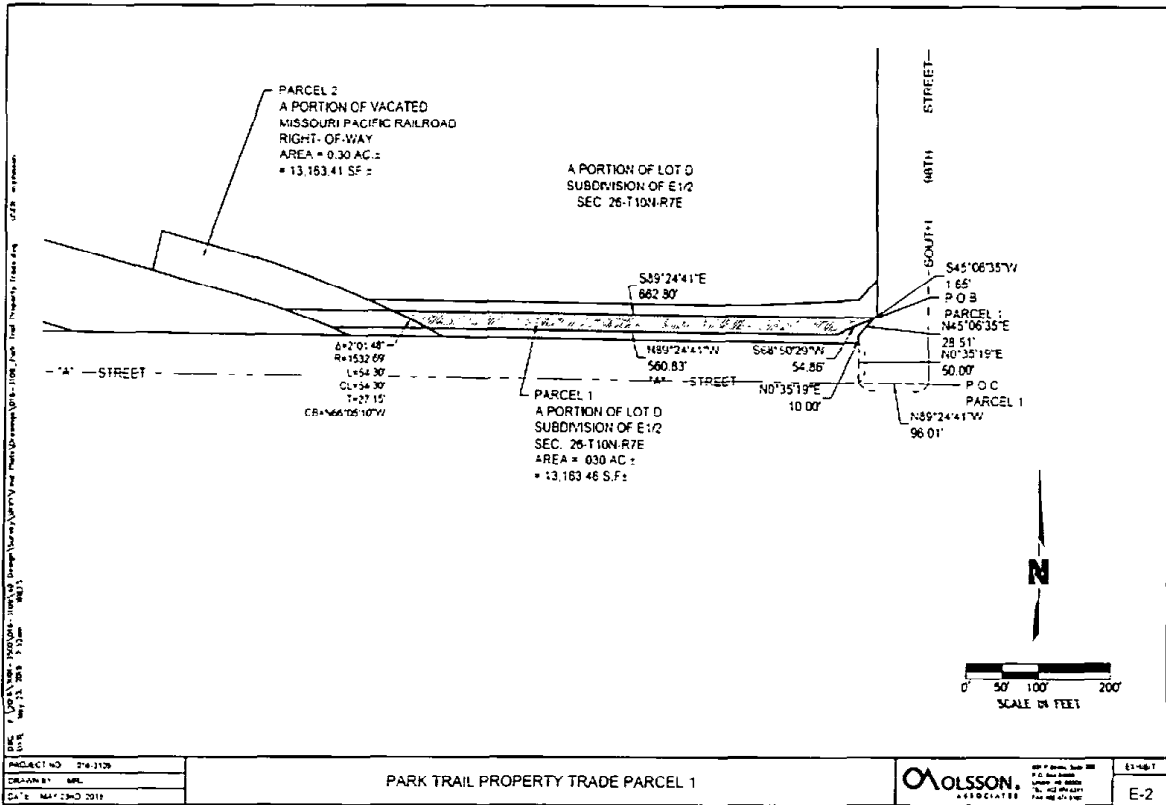
EXISTING MOPAC TRAIL

**MOLSSON**  
ASSOCIATES

601 P Street, Suite 200  
 P.O. Box 84808  
 Lincoln, NE 68508  
 TEL 402.474.8311  
 FAX 402.474.5160

EXHIBIT
1

**EXHIBIT "E-2"**  
**Trail Parcel 1 - Depiction**



**EXHIBIT "E-3"**  
**Trail Parcel 1 – Legal Description**

**LEGAL DESCRIPTION**  
**PARK TRAIL PROPERTY**  
**TRADE PARCEL 1**


A TRACT OF LAND COMPOSED OF A PORTION OF LOT D, SUBDIVISION OF THE EAST ONE HALF OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M. LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., THENCE WESTERLY ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER ON AN ASSUMED BEARING OF N89°24'41"W, A DISTANCE OF 96.01' TO A POINT, THENCE N00°35'19"E, A DISTANCE OF 50.00' TO THE SOUTHEAST CORNER OF THE REMAINING PORTION OF LOT D, SUBDIVISION OF THE EAST ONE HALF OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., SAID POINT BEING ON A NORTH RIGHT-OF-WAY LINE OF "A" STREET, AND ON A WEST RIGHT-OF-WAY LINE OF SOUTH 98TH STREET, THENCE CONTINUING N00°35'19"E ON A EAST LINE OF SAID LOT D, AND ON A WEST LINE OF SAID SOUTH 98TH STREET RIGHT-OF-WAY, A DISTANCE OF 10.00' TO A POINT, THENCE N45°06'35"E, ON A SOUTHEAST LINE OF SAID LOT D, SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 28.51' TO THE TRUE POINT OF BEGINNING, THENCE S68°50'29"W, A DISTANCE OF 54.86' TO A POINT LOCATED 60.00' NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER, THENCE N89°24'41"W, ON A LINE 60.00' NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 560.83' TO A POINT OF INTERSECTION WITH A NORTH LINE OF VACATED MISSOURI PACIFIC RAILROAD RIGHT-OF-WAY, SAID POINT BEING A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION A CENTRAL ANGLE OF 02°01'48", A RADIUS OF 1,532.69', AN ARC LENGTH OF 54.30' ON A NORTH LINE OF SAID VACATED RAILROAD RIGHT-OF-WAY, A CHORD LENGTH OF 54.30', A TANGENT LENGTH OF 27.15', AND A CHORD BEARING OF N66°05'10"W TO A POINT LOCATED 81.50' NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER, THENCE S89°24'41"E, ON A LINE LOCATED 81.50' NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 662.80' TO A POINT OF INTERSECTION WITH A SOUTHEAST LINE OF SAID LOT D, SAID POINT BEING ON A NORTHWEST RIGHT-OF-WAY LINE OF SOUTH 98TH STREET, THENCE S45°06'35"W, ON A SOUTHEAST LINE OF SAID LOT D, SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 1.65' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 13,163.46 SQUARE FEET OR 0.30 ACRES, MORE OR LESS

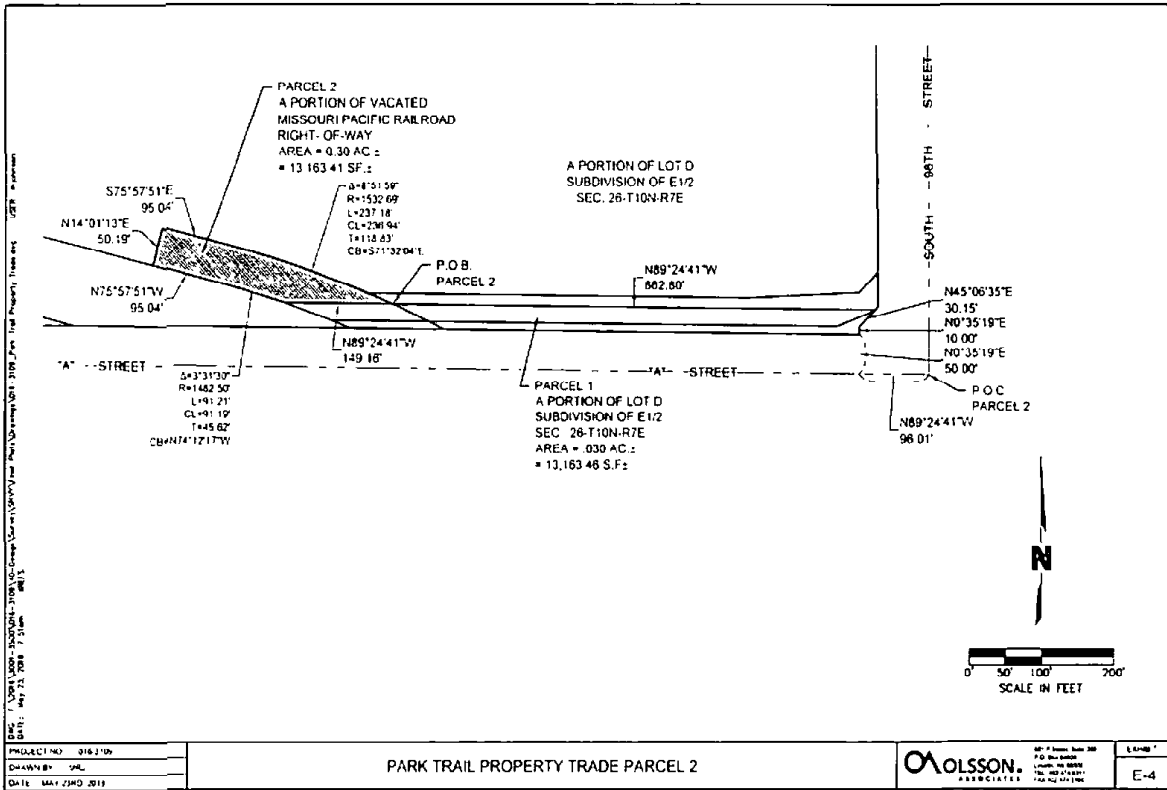
Wednesday May 16 2018

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USER: m.poulsen  
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 DATE: May 16, 2018 3:51pm  
 PLOT: 5

PROJECT NO 016-3109	<b>PARK TRAIL PROPERTY</b> <b>TRADE PARCEL 1</b>		801 P Street Suite 200	EXHIBIT  E-3
DRAWN BY MRJ			P.O. Box 84908	
DATE MAY 16TH, 2018			Lincoln NE 68508 TEL: 402-474-0311 FAX: 402-474-5190	

## EXHIBIT "E-4" Trail Parcel 2 - Depiction



**EXHIBIT "E-5"**  
**Trail Parcel 2 – Legal Description**

**LEGAL DESCRIPTION**  
**PARK TRAIL PROPERTY**  
**TRADE PARCEL 2**

A TRACT OF LAND COMPOSED OF A PORTION OF VACATED MISSOURI PACIFIC RAILROAD RIGHT-OF-WAY, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M.; THENCE WESTERLY ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER ON AN ASSUMED BEARING OF N89°24'41"W, A DISTANCE OF 96.01' TO A POINT, THENCE N00°35'19"E, A DISTANCE OF 50.00' TO THE SOUTHEAST CORNER OF THE REMAINING PORTION OF LOT D, SUBDIVISION OF THE EAST ONE HALF OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., SAID POINT BEING ON A NORTH RIGHT-OF-WAY LINE OF "A" STREET, AND ON A WEST RIGHT-OF-WAY LINE OF SOUTH 98TH STREET, THENCE CONTINUING N00°35'19"E ON A EAST LINE OF SAID LOT D, SAID LINE BEING A WEST RIGHT-OF-WAY LINE OF SOUTH 98TH STREET, A DISTANCE OF 10.00' TO A POINT, THENCE N45°06'35"E, ON A SOUTHEAST LINE OF SAID LOT D, SAID LINE BEING A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 30.15' TO A POINT LOCATED 81.50' NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE N89°24'41"W, ON A LINE LOCATED 81.50' NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 662.80' TO A POINT OF INTERSECTION WITH A NORTH RIGHT-OF-WAY LINE OF VACATED MISSOURI PACIFIC RAILROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE CONTINUING N89°24'41"W ON SAID LINE, A DISTANCE OF 149.16' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 03°31'30", A RADIUS OF 1,482.50', AN ARC LENGTH OF 91.21', A CHORD LENGTH OF 91.19', A TANGENT LENGTH OF 45.62', AND A CHORD BEARING OF N74°12'17"W TO A POINT, THENCE N75°57'51"W, A DISTANCE OF 95.04' TO A POINT, THENCE N14°01'13"E, ON A WEST LINE OF SAID VACATED RAILROAD RIGHT-OF-WAY, A DISTANCE OF 50.19' TO A POINT, THENCE S75°57'51"E, ON A NORTH LINE OF SAID VACATED RAILROAD RIGHT-OF-WAY, A DISTANCE OF 95.04' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 08°51'59", A RADIUS OF 1,532.69', AN ARC LENGTH OF 237.18' ON A NORTH LINE OF SAID VACATED RAILROAD RIGHT-OF-WAY, A CHORD LENGTH OF 236.94', A TANGENT LENGTH OF 118.83', AND A CHORD BEARING OF S71°32'04"E TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 13,163.41 SQUARE FEET OR 0.30 ACRES, MORE OR LESS

Wednesday, May 16, 2018

F:\2016\3001-3500\016-3109\40-Design\Survey\SRVY\Final Plats\Documents\1\PARC.-TRADE.PARCEL 2.docx

USER: mjohnson  
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 XREFS:

PROJECT NO	016-3109	<b>PARK TRAIL PROPERTY</b> <b>TRADE PARCEL 2</b>		001 P Street, Suite 200 P.O. Box 84608 Lincoln, NE 68508 TEL 402 474 8311 FAX 402 474 5150	EXHIBIT
DRAWN BY	MRJ			E-5	
DATE	MAY 16TH 2018				

**EXHIBIT "F"**  
**Pump Station Improvements Rider**

This Pump Station Improvements Rider is attached to that Conditional Annexation Agreement between the City of Lincoln (the "City") and the Parcel Owners who have the option to construct the Pump Station Improvements under the following terms and conditions.

A. Capacity. The Pump Station Improvements shall be designed to include the East "A" Street Coalition Area but no more than 185 acres shall be served by such Pump Station Improvements until such time as the Pump Station Improvements are replaced by a gravity-based trunk sewer line ("East "A" Street Sewer Line") that connects to the Stevens Creek Trunk Line, which is scheduled in the City's Capital Improvement Program for FY 2021-2022. Construction plans shall be submitted to and approved by the Director of Public Works & Utilities Department prior to commencement of construction. The Pump Station Improvements shall not include a storage tank

B. Operations. The Parcel Owners shall own the Pump Station Improvements. The City, upon finding that the Pump Station has been constructed in a satisfactory manner meeting any and all applicable City standards including, but not limited to, the City's Policy on Temporary Pump Stations and Force Mains adopted by City Council Resolution A-83112 on December 6, 2004, shall be responsible for the operations of the Pump Station Improvements.

C. Cost/Bond. Notwithstanding the fact that the City shall operate the Pump Station Improvements, the Parcel Owners shall be responsible for the costs of repair and maintenance of the Pump Station Improvements. The Parcel Owners shall provide the City with a bond equal to four (4) years of operational costs based on an annual cost not to exceed Twelve Thousand Five Hundred and No/00 Dollars (\$12,500.00). If the City does not replace the Pump Station Improvements with the East "A" Street Sewer Line within ten (10) years of this Agreement, then the City shall assume sole responsibility for the cost of operating, maintaining and repair of the Pump Station Improvements.

D. Easement. The City shall grant to the Parcel Owners an easement to construct, install, operate, and maintain a Force Main within the pedestrian trail right of way located north of "A" Street generally between 93<sup>rd</sup> Street and a point \_\_\_\_\_ northwest of the western boundary of the Parcel Owners' Property. Parcel Owners shall construct said Force Main using construction techniques designed to create the least amount of interference with the use of the trail both during and following construction. Said easement shall be for a period not to exceed ten years, and it shall terminate upon the occurrence of the earlier of the decommissioning of the Pump Station as described in Section F. below or the assumption of responsibility for the Pump Station Improvements by the City as described in Section C. above.

E. Location. The Parcel Owners shall locate the Pump Station on Outlot "D" as reflected on the Hillcrest Community Unit Plan situated north of "A" Street and east of 93<sup>rd</sup> Street. The Parcel Owners shall grant and, as necessary, obtain the requisite easements for the Pump Station Improvements including the force main line through the land owned by Lancaster School District #0001. The easement for the force main line shall be terminable when the East "A" Street Sewer Line is constructed. The Parcel



Owners shall grant to the City any necessary access easements to allow the City to enter upon the Parcel Owners' property in order to operate and maintain the Pump Station Improvements.

F. Decommission. Upon the construction of the East "A" Street Sewer Line, the Pump Station Improvements shall be decommissioned by the City. The Parcel Owners shall be responsible for the cost and expense of the decommissioning actions. The Parcel Owners shall also have salvage rights of the Pump Station Improvements.

G. Notifications. The City shall send written notice to all property owners located adjacent to the East "A" Street Annexation Area, who may be reasonably served, informing them of the fact that the Pump Station Improvements may be built. If any such property owners who own property located in the area to be served by the Pump Station Improvements desire to be served, they shall be responsible for the payment of a proportionate share of the costs required to construct and operate the Pump Station Improvements based on the acreage to be served.

## LIFT STATION/FORCE MAIN ACCESS AGREEMENT

This Lift Station/Force Main Access Agreement ("Agreement") is made this 1st day of November, 2018 by and between Heritage Lakes, LLC, a Nebraska limited liability company ("Heritage"), BCLINC, LLC, a Nebraska limited liability company ("BCLINC"), B&J Partnership, Ltd., a Nebraska limited partnership ("B&J"), David, David, John, LLC, a Nebraska limited liability company ("Rallis") (collectively, Heritage, B&J, BCLINC and Rallis shall be referred to as the "Phase One Property Owners") and Christopher A. Kidwell ("Kidwell"), Homestead Acres, Inc., a Nebraska corporation ("Homestead") (collectively Kidwell and Homestead shall be referred to as the "Phase Two Property Owners").

### RECITALS

A. Along with the City of Lincoln, a municipal corporation ("City") and East O Realty Company, a Nebraska limited corporation ("East O Realty"), Heritage, B&J, BCLINC, Rallis and Kidwell are entering into a Conditional Annexation Agreement for the East "A" Street Coalition (the "Coalition") by which the City shall annex the properties owned by the Phase One Property Owners ("Phase One Properties") immediately, and at a future date upon the request, the property owned by the Phase Two Property Owners ("Phase Two Properties").

B. The Phase One Property Owners are paying for the design and construction of a "lift station and force main" sanitary sewer improvements to provide sanitary sewer service to the Phase One Properties, which can also provide service to the Phase Two Properties.

C. The Phase One Property Owners and the Phase Two Property Owners desire to set forth the terms upon which the Phase Two Properties can obtain access to and service from the sanitary sewer improvements.

NOW THEREFORE, the Phase One Property Owners and the Phase Two Property Owners agree as follows:

1. Cost Determination and Sharing. If the Phase Two Properties, collectively or individually, want to use the sanitary sewer improvements prior to the City's construction of a gravity line to serve the drainage basin in which the properties are located, the Phase Two Property Owners shall reimburse the Phase One Property Owners a proportionate share of the costs of design and construction of the sanitary sewer improvements. Such proportionate share shall be determined by the actual cost of design and construction (including an interest factor of 5% from the date that the Phase One Property Owners pay such costs) divided by the number of acres utilizing the sanitary sewer improvements to yield a per acre cost. For example, it is presently estimated that cost for the Phase One Property Owners to install the sanitary sewer improvements will be the sum of \$4,300.00 per acre. If the Phase Two Properties share in the costs, the cost shall be reduced to \$2,700.00 per acre. If the Phase Two Properties, collectively or individually, desire to utilize the sanitary sewer improvements they shall notify the Phase One Property Owners and the actual costs shall be determined.

2. Payment. The actual cost of design and construction shall be determined and the per acre cost calculated. The Phase Two Property Owners shall pay such sums on a per acre basis into an account established by the Coalition to be distributed to the Phase One Property Owners on a proportionate basis to reimburse the Phase One Property Owners for the costs paid by the Phase One Property Owners for the design and construction of the sanitary sewer improvements.

[SIGNATURE PAGES TO FOLLOW]

Dated as of October 25, 2018 by Heritage Lakes, LLC.

**"HERITAGE"**

HERITAGE LAKES, LLC, a Nebraska limited liability company

By: Gary Kort  
Name: Gary Kort  
Title: Manager

Dated as of October 23, 2018 by BCLINC, L.L.C.

**"BCLINC"**

BCLINC, L.L.C., a Nebraska limited liability company

By: 

Name: Boyd Bateman

Title: Manager

Dated as of October 24, 2018 by B & J Partnership, Ltd.

"B&J"

B & J PARTNERSHIP, LTD., a Nebraska limited partnership

By: 

Name: Clay F. Smith

Title: General Partner

Dated as of ~~October~~ <sup>November</sup> 1<sup>st</sup>, 2018 by David, David, John, LLC.

**"RALLIS"**

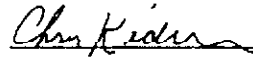
DAVID, DAVID, JOHN, LLC, a Nebraska limited liability company

By: John Rallis  
Name: John Rallis  
Title: Manager

Dated as of October 24, 2018 by Christopher A. Kidwell.

**"KIDWELL"**


CHRISTOPHER A. KIDWELL, Individually

\_\_\_\_\_

Dated as of October 25, 2018 by Homestead Acres, Inc.

**"HOMESTEAD"**

HOMESTEAD ACRES, Inc., a Nebraska corporation

By:   
James D. Watts, President

4828-0882-9305, v. 1