



A91416

18R-270

Introduce: 12-03-18

RESOLUTION A- 91416

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

WHEREAS, Amendment No. 1 to the Annexation Agreement for Van Dorn Street Coalition was approved on February 12, 2018 as City Council Resolution No. A-90901 and the Annexation Agreement for Van Dorn Street Coalition was approved on March 6, 2017 as City Council Resolution No. A-90299 between the City of Lincoln, Clair W. Cooley and Linda Cooley, Roger H. Graff, Matodol, LLC, Daryl Lee Bohac and Kristie A. Bohac, and Christopher A. Kidwell ("Parcel Owners") to develop property located north of Van Dorn and west of 98th Street.

WHEREAS, Amendment No. 2, attached hereto as Attachment "A", to the Annexation Agreement for Van Dorn Street Coalition between the City of Lincoln, Matodol, LLC, Daryl Lee Bohac and Kristie A. Bohac, and Christopher A. Kidwell ("Parcel Owners") to develop property located north of Van Dorn and west of 98th Street, is hereby approved and the Mayor is authorized to execute Amendment No. 2 on behalf of the City.

BE IT FURTHER RESOLVED that the City Clerk is directed to return one fully-executed copy of this Agreement to Tim Sieh, Assistant City Attorney, for distribution to the Parcel Owners.

BE IT FURTHER RESOLVED that the City Clerk is directed to record Amendment No. 2 to the Annexation Agreement for Van Dorn Street Coalition with the Register of Deeds for Lancaster County, Nebraska to be indexed against the properties listed in Exhibit "A" to Amendment No. 2, filing fees to be paid by the Parcel Owners.

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

AMENDED 12/17/18

See further Council Proceedings on next page.

Introduced by:



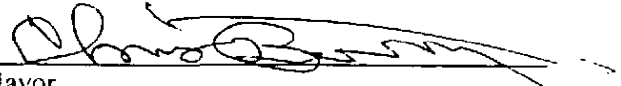
Approved as to Form & Legality:


City Attorney

ADOPTED

DEC 17 2018

BY CITY COUNCIL

Approved this 20th day of Dec., 2018:

Mayor

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

18R-270

12/17/18 Council Proceedings:

CHRISTENSEN Moved Motion to Amend #1 on Bill No. 18R-270 in the following manner:

1. Amending Attachment A to add Roger Graff as a Parcel Owner throughout the Agreement and to insert Exhibit A-1, attached hereto, to more specifically identify the property belonging to Chris Kidwell.

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

18R-270

MOTION TO AMEND NO. 1

I hereby move to amend Bill No. 18R-270 by amending Attachment A to add Roger Graff as a Parcel Owner throughout the Agreement and to insert Exhibit A-1, attached hereto, to more specifically identify the property belonging to Chris Kidwell.

Introduced by:



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

Approved as to Form and Legality:


City Attorney

Requested by: Law Department

Reason for Request: The reason for adding Roger Graff is that his property has not yet been transferred to Matodol. The reason for inserting Exhibit A-1 is to provide clarification as to the affected Kidwell property.

ADOPTED

DEC 17 2018

BY CITY COUNCIL

**AMENDMENT NO. 2 TO
ANNEXATION AGREEMENT
FOR VAN DORN STREET COALITION**

THIS AMENDMENT NO. 2 TO ANNEXATION AGREEMENT FOR VAN DORN STREET COALITION (“Amendment No. 2”) is made and entered into as of the date of execution by the last signatory hereto as indicated below by and among the **City of Lincoln, Nebraska**, a municipal corporation (“City”), **Matodol, LLC**, a Nebraska limited liability company (“Matodol”), **Roger H. Graff**, a married person, **Daryl Lee Bohac and Kristie A. Bohac**, husband and wife and **Christopher A. Kidwell**, a married person. Matodol, Roger H. Graff, Daryl and Kristie Bohac and Christopher A. Kidwell are hereinafter collectively referred to as the “Parcel Owners” and individually as a “Parcel Owner”.

RECITALS

1. The City and Parcel Owners previously entered into the Annexation Agreement for Van Dorn Street Coalition dated as of March 9, 2017 (“Original Agreement”), as amended by Amendment No. 1 to Annexation Agreement for Van Dorn Street Coalition, dated February 15, 2018 (“First Amendment”) outlining certain conditions and undertakings related to the annexation of approximately 309.16 acres of property (“Property”) generally located north of Van Dorn Street from South 88th Street to South 98th Street as legally described on Exhibit “A” attached to this Amendment No. 2.

2. This Amendment No. 2 amends and modifies the Original Agreement and First Amendment and incorporates herein the Original Agreement and First Amendment by this reference. The parties agree that should the terms of this Amendment No. 2 and the terms of the Original Agreement and First Amendment be inconsistent, the terms of this Amendment No. 2 shall control. Otherwise the terms of the Original Agreement as amended by the First Amendment remain in full force and effect. Amendment No. 2, the Original Agreement and First Amendment are collectively referred to as the "Annexation Agreement".

3. The Annexation Agreement identifies the City's and Parcel Owners' responsibilities regarding the construction of Arterial Street Improvements and Sanitary Sewer Infrastructure Improvements necessitated by the development of the Property.

4. The City and Property Owners desire to amend the terms of the Annexation Agreement to address changes in the design, construction and operation of the S. 86th Roundabout (defined below) and S. 91st Street Roundabout (defined below).

5. The City's expected substantial completion date for the Trunk Sewer Lines (defined below) has changed to on or before July 15, 2019 ("Completion Date").

6. The City and Property Owners desire to amend the terms of the Annexation Agreement to address changes in the construction and operation of the Trunk Sewer Lines (defined below), Riparian Van Dorn Creek Sewer Line (defined below) and the Van Dorn Creek Internal Sewer Line (defined below).

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

1. Exhibit "J", Phase I Site Plan to the Original Agreement is hereby deleted and replaced with an updated Exhibit "J", Phase I Site Plan.

2. That Article III, "Arterial Street Improvements", A. 3. A. "South 88th Street" of the First Amendment is hereby amended and restated as follows:

A. S. 88th Street and Vicinity.

1. S. 88th Street Intersection. Matodol shall design and construct, at its own cost and expense, temporary right and left turn lanes as determined by the City at the intersection of South 88th Street and Van Dorn Street ("S. 88th Street Intersection"). The final design for the above right and left turn lane improvements and the corresponding required final right-of-way will be submitted to the City for review and approval prior to commencement of construction. Exhibit "K", Turn Lanes in Van Dorn Street at S. 88th Street Intersection to the Original Agreement, is hereby deleted in its entirety.

2. Agreement to Dedicate Additional ROW for Four-Lane S. 88th Street Roundabout. At the time of final platting, or upon the earlier request by the City, Matodol shall dedicate or convey to the City the necessary right-of-way for the full build (four lane) roundabout and any temporary construction easements without additional cost to the City.

3. Grading Arterial Street Impact Fee Facility Improvements. The parties acknowledge and agree that a portion of the grading, drainage and any Section 404 permitting required for the construction of the temporary right and left turn lanes at the S. 88th Street Intersection that conform with the City's grade study for Van Dorn Street shall qualify as Arterial Street Impact Fee Facility Improvements ("Grading Arterial Street Impact Fee Facility Improvements"); provided, however, the drainage improvements shown on Exhibit "L" do not qualify as Grading Arterial Street Impact Fee Facility Improvements.

4. Van Dorn Street Stormwater Improvements. In order to provide stormwater protection to Van Dorn Street, three stormwater improvements will be constructed by Matodol based upon the City's grade study in the general vicinity of Van Dorn Street near South 88th as shown as green on Exhibit "O" attached hereto (collectively "Van Dorn Street Stormwater Improvements"). The Van Dorn Street Stormwater Improvements are Arterial Street Impact Fee Facility Improvements. On behalf of the City, Matodol shall design, competitively bid, and construct the Van Dorn Street Stormwater Improvements through the City's Executive Order process as part of the final plat process. The final design for the Van Dorn Street Stormwater Improvements will be submitted to the City for review and approval prior to commencement of construction. Matodol shall fund the design and construction costs for the Van Dorn Street Stormwater Improvements estimated at \$194,960, which shall be subject to reimbursement by the City as set forth below. The parties acknowledge that construction costs for the Van Dorn Street Stormwater Improvements shall include testing and inspection fees.

3. That Article III, "Arterial Street Improvements", A. 3. B. "South 91st Street" of the First Amendment is hereby amended and restated as follows:

B. South 91st Street. The City, Matodol and Lincoln Federal Savings Bank of Nebraska ("LFSB") have entered into a separate Infrastructure Agreement ("Infrastructure Agreement"), dated this even date, which is attached hereto as Exhibit "O" and incorporated herein by this reference. The Infrastructure Agreement describes the agreements of City, Matodol and LFSB to design, construct and finance two roundabouts: (i) at S. 86th Street and Van Dorn Street and (ii) at S. 91st Street and Van Dorn Street, including related sidewalk improvements.

4. That Article III, "Arterial Street Improvements", A. 4. "Segregated Arterial Street Impact Fees; Funding" of the First Amendment is hereby amended and restated as follows:

4. Segregated Arterial Street Impact Fees; Funding. The City does not currently have funding to pay for the Grading Arterial Street Impact Fee Facility Improvements to Van Dorn Street, Van Dorn Street Stormwater Improvement or all of the S. 91st Street Roundabout costs. Consequently, the City agrees to segregate arterial street impact fees collected by the City from development of the Property after the date of this Agreement ("Segregated Arterial Street Impact Fees") and utilize said Segregated Arterial Street Impact Fees to fund the Grading Arterial Street Impact Fee Facility Improvements associated with the temporary right and left turn lanes, the Van Dorn Street Stormwater Improvement and the S. 91st Street Roundabout costs paid by Matodol. In the event Segregated Arterial Street Impact Fees are not available to fund the Grading Arterial Street Impact Fee Facility Improvements, Van Dorn Street Stormwater Improvement or S. 91st Street Roundabout costs at the time they are constructed by Matodol, Matodol shall fund said Grading Arterial Street Impact Fee Facility Improvements, Van Dorn Street Stormwater Improvement and S. 91st Street Roundabout and said costs shall be reimbursed to Matodol by the City when Segregated Arterial Impact Fees become available. If required, the Grading Arterial Street Impact Fee Facility Improvements and Van Dorn Street Stormwater Improvement shall be publicly bid and awarded as provided by law. If required, the applicable Parcel Owner shall prepare and process, and the City agrees to sign, as permittee, an application for the Section 404 permit required for construction of the Grading Arterial Street Impact Fee Facility Improvements associated with the temporary right and left turn lanes, Van Dorn Street Stormwater Improvement and the S.

91st Roundabout (“Van Dorn 404 Permit”). Matodol will submit any required Van Dorn 404 Permit application to the Corps of Engineers for review concurrently with its submittal of applications for the Section 404 permits required for development of the Property. All the cost estimates contained in this Agreement do not include any mitigation costs required by the Van Dorn 404 Permit. The City, at its expense, shall directly pay for any Van Dorn 404 Permit’s mitigation costs. In the event the 404 Permit requires mitigation measurements within the same drainage basin, then the City and Matodol agrees to execute and file of record a written mitigation easement containing the following provisions:

(a) Without additional charge to the City, Matodol will grant a permanent and nonexclusive mitigation easement on the Property to allow the required 404 Permit mitigation measures within the same drainage basin, including a right of access to and from the mitigation measures and a public street;

(b) The City, at its expense, shall be liable for the design, construction, use, protection, operation, maintenance of and access to and from the mitigation measures on the Matodol Property as may be required by or caused by the 404 Permit or its compliance (collectively “City’s Undertakings”); and

(c) The City agrees to indemnify and hold Matodol harmless in connection with (i) injuries to persons on or damage to the mitigation measures or the Matodol Property caused by the acts or omissions of the City or its agents carrying out the City’s Undertakings and (ii) the City’s failure to make payments of all amounts lawfully due to all persons supplying or furnishing City’s contractor or his or her subcontractors with labor or materials performed or used in the City’s Undertakings.

Notwithstanding the foregoing, regarding the segregation and use of Segregated Arterial Street Impact Fees, the City at its sole discretion, shall have the option to fund all or portions of the Grading Arterial Street Impact Fee Facility Improvements, Van Dorn Street Stormwater Improvement and the S. 91st Roundabout from funding sources other than Segregated Arterial Street Impact Fees, should other funding become available.

5. That Article IV, "Sanitary Sewer Infrastructure Improvements" of First Amendment is hereby amended and restated as follows:

IV.

SANITARY SEWER INFRASTRUCTURE IMPROVEMENTS

A. Sanitary Sewer Improvements. The City and Parcel Owners agree that the following sanitary sewer improvements, which are shown on Exhibit "F", are necessary to serve the annexation of all of the Property and to promote the general health and welfare of the City.

I. Stevens Creek Trunk Sewer Extension and Van Dorn Creek Sewer Line. The City, at its expense, shall acquire permanent and temporary easements and construct (i) the "Stevens Creek Trunk Sewer Extension" generally running from Holdrege (Point A) to the south of O Street (Point B) as shown by the blue line on Exhibit "F", (ii) the "Van Dorn Creek Sewer Line" from Point B to Point G as shown by the yellow line on Exhibit "F", and (iii) the "Riparian Van Dorn Creek Sewer Line" between S. 98th Street and Van Dorn Street from Point G to Point I as shown on Exhibit "G". The Stevens Creek Trunk Sewer Extension, Van Dorn Creek Sewer Line and Riparian Van Dorn Creek Sewer Line are sometimes individually referred to as "Trunk Sewer Line" and collectively as "Trunk Sewer Lines". The City, at its expense, shall timely design the Stevens Creek Trunk Sewer Extension and Van Dorn Creek Sewer Line. The City, at its

expense, shall timely reimburse Matodol for all its costs to design and bid the Riparian Van Dorn Creek Sewer Line that the City previously requested Matodol to carry out.

2. Trunk Sewer Lines Remaining Activities. The City agrees, at its cost and expense, to construct the Trunk Sewer Lines. Construction of said Trunk Sewer Lines shall be completed by no later than July 15, 2019.

3. Sanitary Sewer Easements for Trunk Sewer Lines. Each Parcel Owner who's Parcel includes land needed for the Riparian Van Dorn Creek Sewer Line will convey the necessary nonexclusive permanent and temporary easements for the Trunk Sewer Lines as shown on Exhibit "G" from S. 98th Street to Van Dorn Street at no cost to the City.

4. Internal Sewer Lines to Service the Property. The Parcel Owners shall design and construct, at their cost, the internal sewer lines (collectively "Internal Sewer Lines" and individually "Internal Sewer Line") required to service the Property in phases, including the extensions from the Riparian Van Dorn Creek Sewer Line to the Parcel or Parcels of the Property that will be annexed and final platted. The Internal Sewer Lines shall be constructed under the authority of an executive order issued by the Mayor of the City in phases as part of the annexation and platting process. The size and location of the Internal Sewer Lines will be determined as part of the platting process. Each Parcel Owner whose Parcel of the Property 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 the Internal Sewer Line with pipe, valves, fittings and all other accessories that are larger than 8-inches; provided, however, for any 12-inch portion of the Internal Sewer Lines that cannot be utilized for service, the City will reimburse the Parcel Owner who constructs said 12-inch portion of the Internal Sewer Lines for the entire cost of said 12-inch portion of the Internal Sewer Lines. If required, the oversized Internal Sewer Lines shall be publicly bid and awarded as provided by law.

(a) Sanitary Sewer Easements for Internal Sewer Lines. At the time of the applicable final platting or prior to construction of the Internal Sewer Lines, each Parcel Owner whose Parcel will contain or is necessary for the construction or operation of such Internal Sewer Lines, shall dedicate and convey all necessary temporary and permanent sanitary sewer easements to the City located within such Parcel Owner's portion of the Property, without additional cost or consideration. Said easements shall be nonexclusive easements; provided that, no permanent building improvements will be permitted to be constructed over the top of said easements.

5. Temporary Storage and Pumping. Matodol and City are hopeful that the Trunk Sewer Lines and applicable Internal Sewer Line(s) will all be completed prior to the Completion Date to enable building(s) to receive a certificate of occupancy and to be serviced through said sewer lines. In the event the applicable Internal Sewer Line(s) or the Riparian Van Dorn Creek Sewer Line and applicable Internal Sewer Line(s) are completed by the Completion Date, but the other Trunk Sewer Line(s) are not completed prior to the Completion Date, then the City will allow the following:

(a) Temporary Pumping. Matodol, at its expense, shall be allowed to temporarily collect and store the wastewater generated from a building(s) in the Riparian Van Dorn Creek Sewer Line and/or Internal Sewer Line(s) and to timely pump, haul and dispose of said wastewater until such time as the Trunk Sewer Lines are constructed and operable (collectively "Temporary Pumping"). In the event of Temporary Pumping, Matodol, at its expense, shall timely pump said stored wastewater from the Riparian Van Dorn Creek Sewer Line and/or Internal Sewer Line(s) into a proper collection and transfer truck, and haul and dispose of said wastewater into a nearby operable City sewer manhole and sewer line that has been identified by the City's Public Works and Utilities Lincoln Wastewater System as being suitable for such purpose. Matodol shall not be required to pay the City a City wastewater collection, storage, pumping, hauling, disposal

or wastewater treatment charge for said wastewater. Matodol's collection, storage, pumping, hauling and disposing of said wastewater from the Riparian Van Dorn Creek Sewer Line and/or Internal Sewer Line(s) to the designated City manhole shall be in conformance with the City of Lincoln's Wastewater Department's design standards and procedures for temporary wastewater collection, storage, pumping, hauling and disposal so as to properly protect the public's health and safety. As soon as the Trunk Sewer Lines are completed and operable, then Matodol shall cease the Temporary Pumping;

(b) Building Permits. Matodol and its successors, assigns, buyers and tenants may seek to apply for and be issued building permits for said building(s) within the Property prior to the completion of the Trunk Sewer Lines and the City will not deny said building permit application(s) based upon the incompleteness of the Trunk Sewer Line; provided that (i) there is compliance with the City's building codes; (ii) the applicable streets, street signs, and water mains are completed; and (iii) the Completion Date of the Trunk Sewer Lines are within six (6) months of expected occupancy of said Building(s); and

(c) Matodol and its successors, assigns, buyers and tenants will be issued a certificate of occupancy for said building(s) within the Property; provided that, there is compliance with the City's building codes and further provide that, Matodol is providing Temporary Pumping as described above.

6. That Article VI. A., "Trail Easements" of the Original Agreement is hereby amended and restated as follows:

VI.

TRAILS & PARKS

A. Trail Easements. The City will design and construct a bike trail from the West

Boundary Line of the Matodol's Property and Van Dorn Street to the east across the Property to S. 98th Street and then north within the west right-of-way of S. 98th Street to the northeast corner of the Property as generally shown on Exhibit "I" (collectively "Trail"). Prior to construction of the Trail between the West Boundary Line of the Matodol's Property and S. 88th Street, the City will either elect to construct the Trail along the Proposed Bike Trail or Proposed Alternative Bike Trail as generally shown on Exhibit "I". Each applicable Parcel Owner shall dedicate or grant to City, at no cost to the City, the necessary nonexclusive permanent and temporary easements for said applicable Trail. The City, at its expense, shall design, grade and construct the Trail based upon the City's design standards, including any culverts, stream crossings, street crossings, signage and signalization. At the City's election, the Parcel Owners shall be responsible to rough grade the trail platform at the same time as their Parcels are graded and the City will fully reimburse such grading costs from the City's Neighborhood Park & Trail Impact Fees. The City, at its expense, will have grading, installation, construction, maintenance, repair and replacement responsibilities for the Trail.

7. The City, at its expense, including, but not limited to, acquisition costs, condemnation awards, court costs, expert witness fees, testing fees, interest, and City staff time, agrees to acquire the remaining balance of any and all right-of-way and temporary and permanent easements necessary for the design, grading, construction and operation of the impact fee facilities and related S. 86th Roundabout, S. 91st Roundabout, S. 88th Street Intersection, Van Dorn Street Stormwater Improvements, Three-Quarter Access Intersection, Riparian Van Dorn Creek Sewer Line and Trail improvements and infrastructure described in this Agreement. The City agrees to acquire the remaining balance of any and all right-of-way and temporary and permanent easements necessary for the design, grading, construction and operation of Internal Streets, Internal Sewer Lines and

Internal Water Lines, and Matodol, agrees to reimburse the City for such expenses. The City is authorized to utilize condemnation, if necessary, to acquire such right-of-way and temporary and permanent easements described in this Paragraph.

8. That Exhibit "A", Exhibit "E", Exhibit "F", Exhibit "G", Exhibit "I", and Exhibit "J", attached to the Annexation Agreement and First Amendment are replaced by the Exhibits attached hereto and marked as Exhibit "A", Exhibit "E", Exhibit "F", Exhibit "G", Exhibit "I" and Exhibit "J".

9. That Exhibit "N" and Exhibit "O" are new exhibits to Amendment No. 2 and are incorporated herein by this reference. References to them shall be added to Article XII, Paragraph A of the Annexation Agreement.

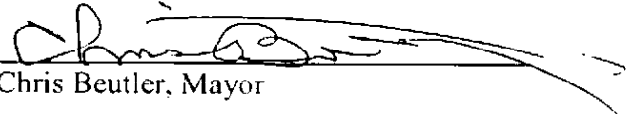
10. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

SIGNATURE PAGES TO FOLLOW

Dated as of Dec. 20, 2018 by the City.

“CITY”

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

By: 
Chris Beutler, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 20th day of Dec., 2018, by Chris Beutler, Mayor of the **City of Lincoln, Nebraska**, a municipal corporation, on behalf of the municipal corporation.



(Seal)

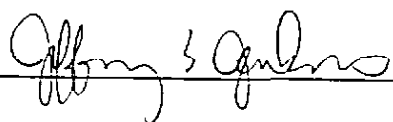

Notary Public

Dated as of 12-13, 2018 by Matodol, LLC.

"MATODOL, LLC"

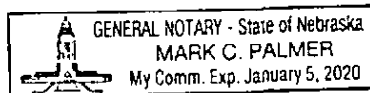
Matodol, LLC, a Nebraska limited liability company

By: Olsson, Inc., a Nebraska corporation, as Manager

By: 


Title: CFO

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)



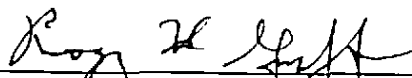
The foregoing instrument was acknowledged before me this 10th day of December, 2018, by Jeff Jenkins as C.F.O. of Olsson, Inc., a Nebraska corporation, as Manager of **Matodol, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.

(Seal)


Notary Public

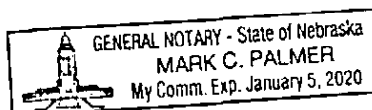
Dated as of December 10th, 2018 by Roger H. Graff.

"ROGER H. GRAFF"




Roger H. Graff, a married person

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)



The foregoing instrument was acknowledged before me this 10th day of December, 2018, by Roger H. Graff, a married person.

(Seal)



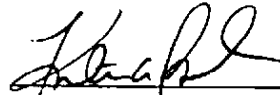
Notary Public

Dated as of _____, 2018 by Daryl Lee Bohac and Kristie A. Bohac.

"DARYL LEE BOHAC AND KRISTIE A. BOHAC"

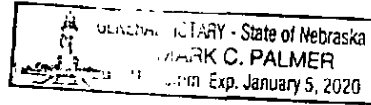


Daryl Lee Bohac, a married person




Kristie A. Bohac, a married person

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)



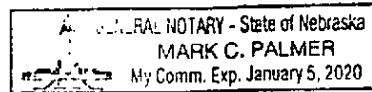
The foregoing instrument was acknowledged before me this 13th day of December, 2018, by **Daryl Lee Bohac**, a married person.



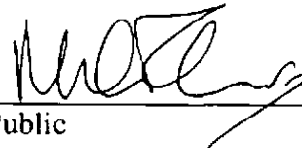
(Seal)

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)



The foregoing instrument was acknowledged before me this 13th day of December, 2018, by **Kristie A. Bohac**, a married person.



(Seal)

Notary Public

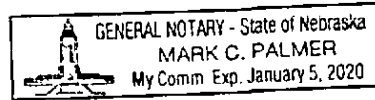
Dated as of December 10th, 2018 by Christopher A. Kidwell.

“CHRISTOPHER A. KIDWELL”

Chris Kidwell

Christopher A. Kidwell, a married person

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)



The foregoing instrument was acknowledged before me this 10th day of December, 2018, by Christopher A. Kidwell, a married person.

Mark C. Palmer

Notary Public

(Seal)

Exhibit "A"

Property or Coalition Property

Parcel Nos. 1-8 Name of Parcel Owners and Property Legal Description

Parcel #	Property Legal	Acres	Parcel Owner	Parcel Owner Address
1	Lot 50 SW, S35, T10, R7, Lancaster County, NE	68.54	MATODOL, LLC, c/o Olsson, Inc., Manager, Attention Jeffrey Jenkins	601 P Street Lincoln, Nebraska 68508
2	Lot 51 SE, S35, T10, R7, Lancaster County, NE	73.34	MATODOL, LLC, c/o Olsson, Inc., Manager, Attention Jeffrey Jenkins	601 P Street Lincoln, Nebraska 68508
3	Lot 48 SE, S35, T10, R7, Lancaster County, NE	4.91	MATODOL, LLC, c/o Olsson, Inc., Manager, Attention Jeffrey Jenkins	601 P Street Lincoln, Nebraska 68508
4	Lot 65 SE, S35, T10, R7, Lancaster County, NE	37.93	Roger H. Graff	7005 Shamrock Road, Unit 312 Lincoln, NE 68506
5	Lot 64 SE, S35, T10, R7, Lancaster County, NE	35.78	MATODOL, LLC, c/o Olsson, Inc., Manager, Attention Jeffrey Jenkins	601 P Street Lincoln, Nebraska 68508
6	Outlot A, FBT Addition, Lancaster County, NE	32.94	MATODOL, LLC, c/o Olsson, Inc., Manager, Attention Jeffrey Jenkins	601 P Street Lincoln, Nebraska 68508
7	Lots 54 & 62 NE, S35, T10, R7, Lancaster County, NE	29.80	Daryl Lee Bohac and Kristie A. Bohac	10011 N. 152 nd Street Waverly, NE 68462
8	Lot 30 NW, S35, T10, R7, Lancaster County, NE	26.87; see Exhibit A-1	Christopher A. Kidwell	8901 A Street Lincoln, NE 68508
Total		309.16		

Exhibit "A"

McFarland Property

Parcel #	Property Legal	Acres	Parcel Owner	Parcel Owner Address
1	Lot 49 Irregular Tracts in the Southwest Quarter of Section 35, Township 10 North, Range 5 East of the 6 th P.M. in Lancaster County, Nebraska	9.97	Patrick & Sarah McFarland	3201 South Street, Unit 175 Lincoln, Nebraska 68502

Exhibit "A-1"
Christopher A. Kidwell Property (26.87 acres)

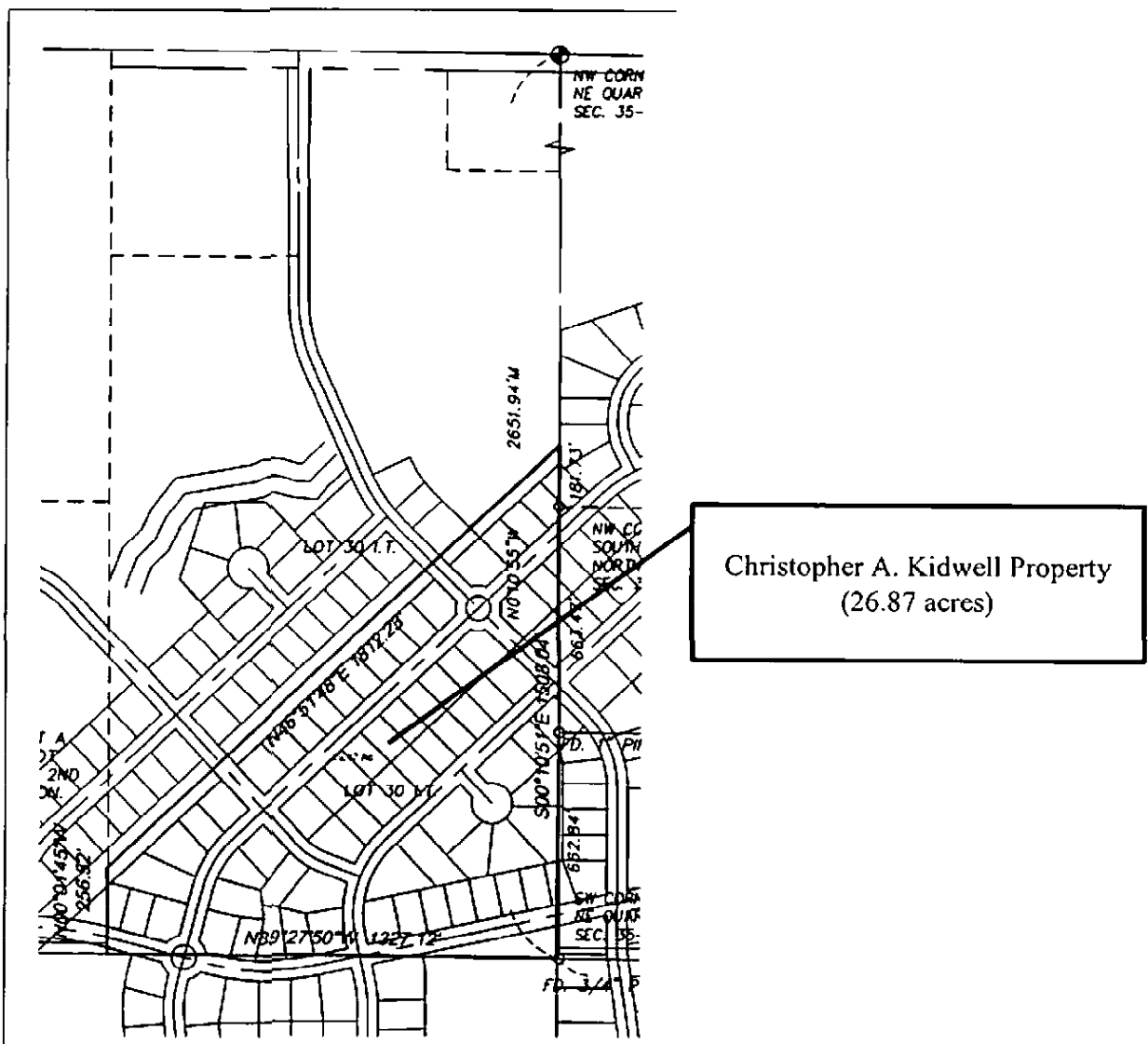


Exhibit "E"

Van Dorn Street and S. 88th Street Intersection and Van Dorn Street Roundabouts-S. 86th Street and S. 91st Street

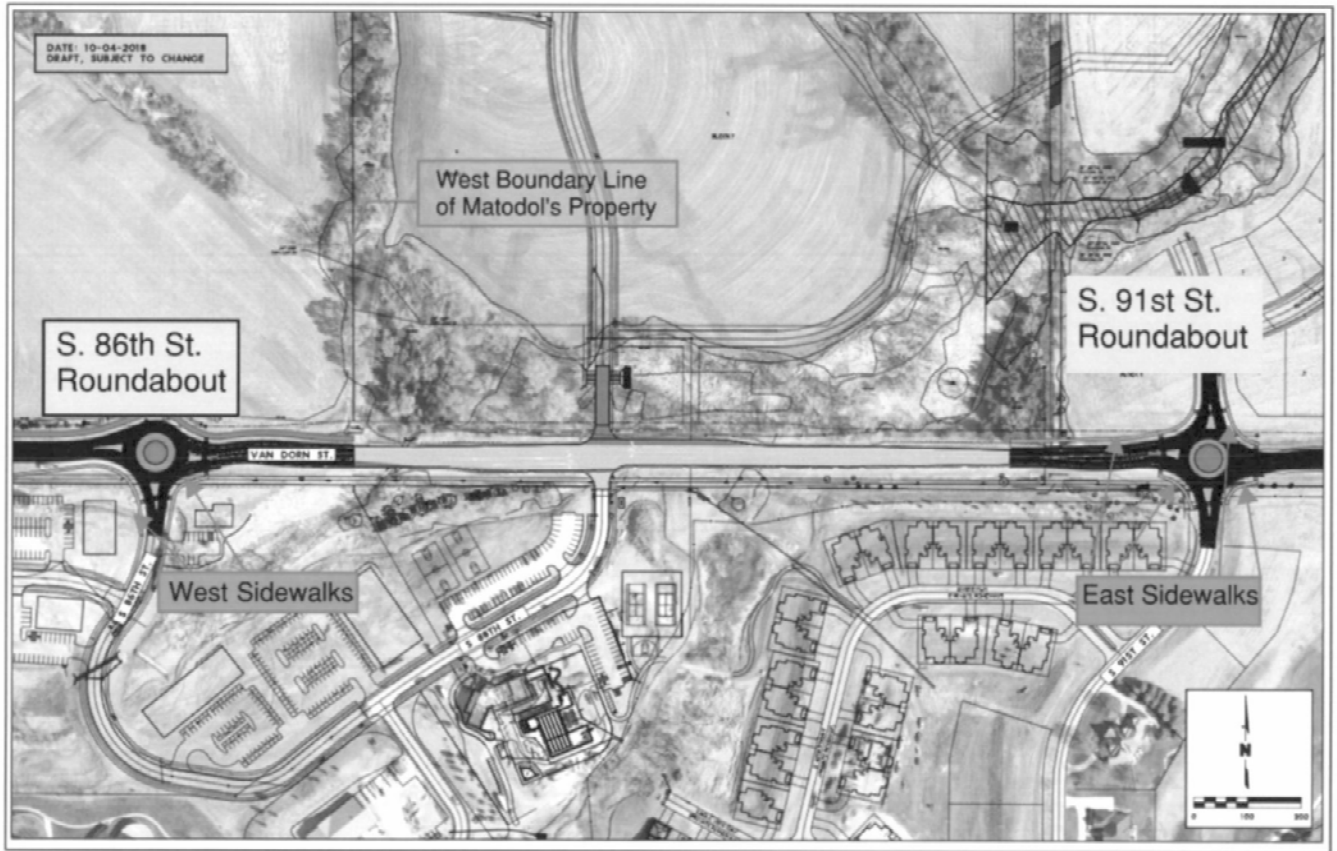
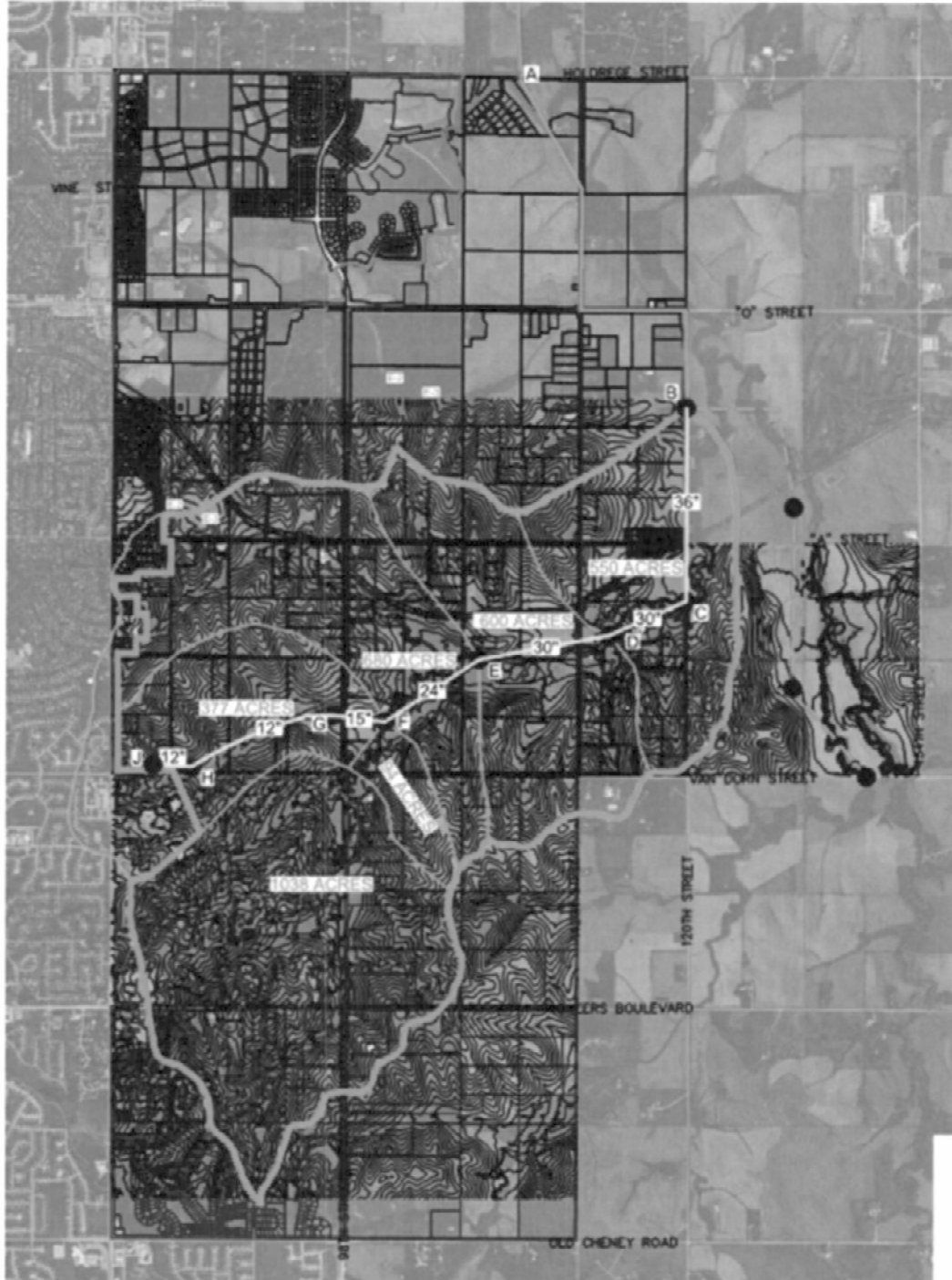


Exhibit "F"
Trunk Sewer Lines Map

DWG: F:\Projects\015-2987\40-Design\AutoCAD\Exhibits\VP_FIG Basin E-3_52987.dwg USER: bborftek
 DATE: Nov 22, 2017 6:20am XREFS: 141128_water 141128_contours 141128_drainage 141128_floodplain 141128_future 141594_CUP 1411

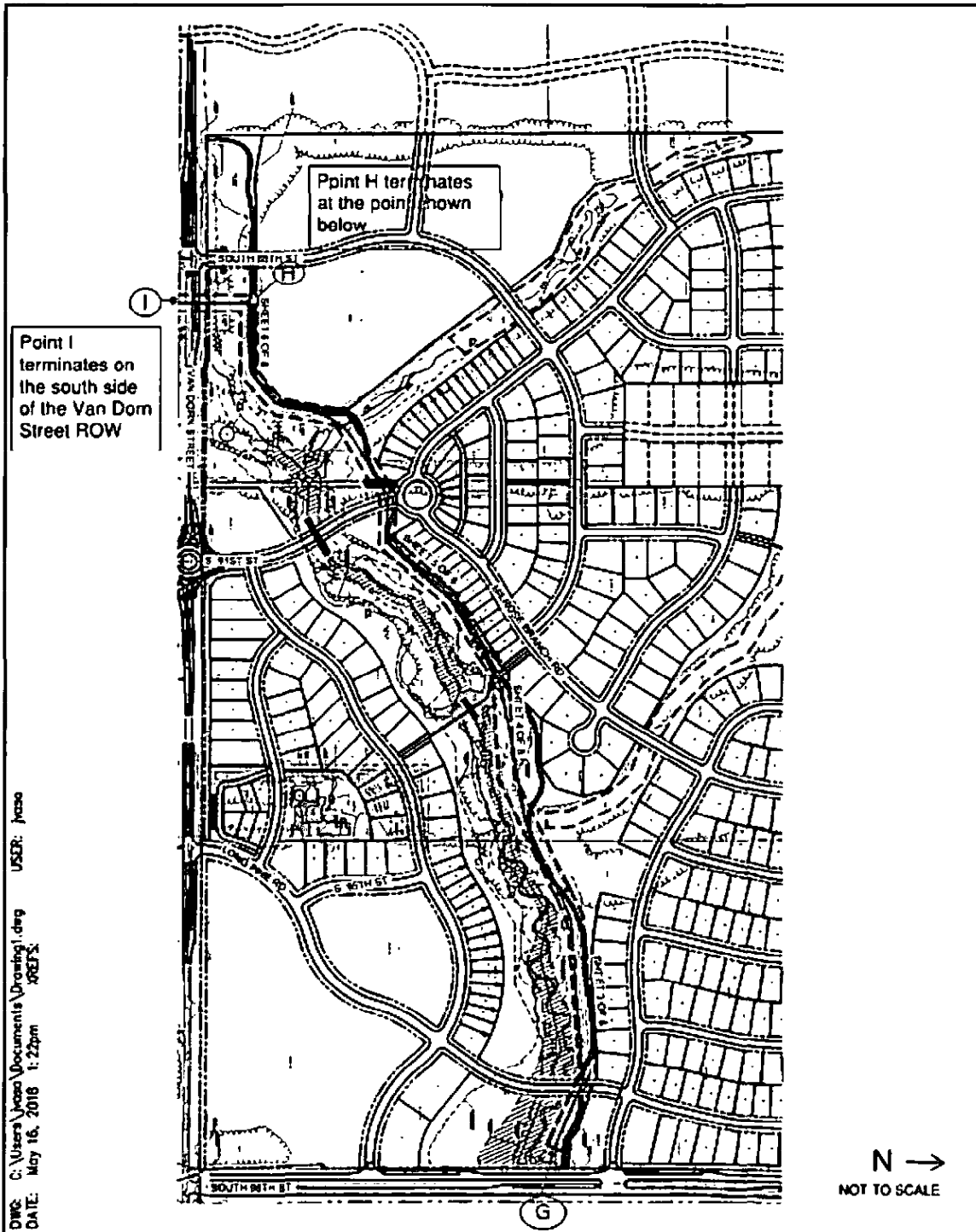


PROJECT NO: 017-1391	BASIN E-3	OLSSON ASSOCIATES	EXHIBIT
DRAWN BY: EAH			F
DATE: 11/21/2017			

601 P Street, Suite 200
 P.O. Box 86008
 Lincoln, NE 68508
 TEL. 402.474.6311
 FAX 402.474.5160

Exhibit "G"

Riparian Van Dorn Creek Sewer Line Map



Point I terminates on the south side of the Van Dorn Street ROW

Point H terminates at the point shown below

DWG: C:\Users\jvaso\Documents\Drawings\1.dwg
 DATE: May 16, 2018 1:22pm
 USER: jvaso
 CREATOR: JRV

PROJECT NO. 017-1391
 DRAWN BY: JRV
 DATE: 5/16/18

**WANDERING CREEK
 AT 98TH**

MOLSSON ASSOCIATES

501 P Street, Suite 200
 P. O. Box 84008
 Lincoln, NE 68508
 TEL: 402.474.6311
 FAX: 402.474.5120

EXHIBIT

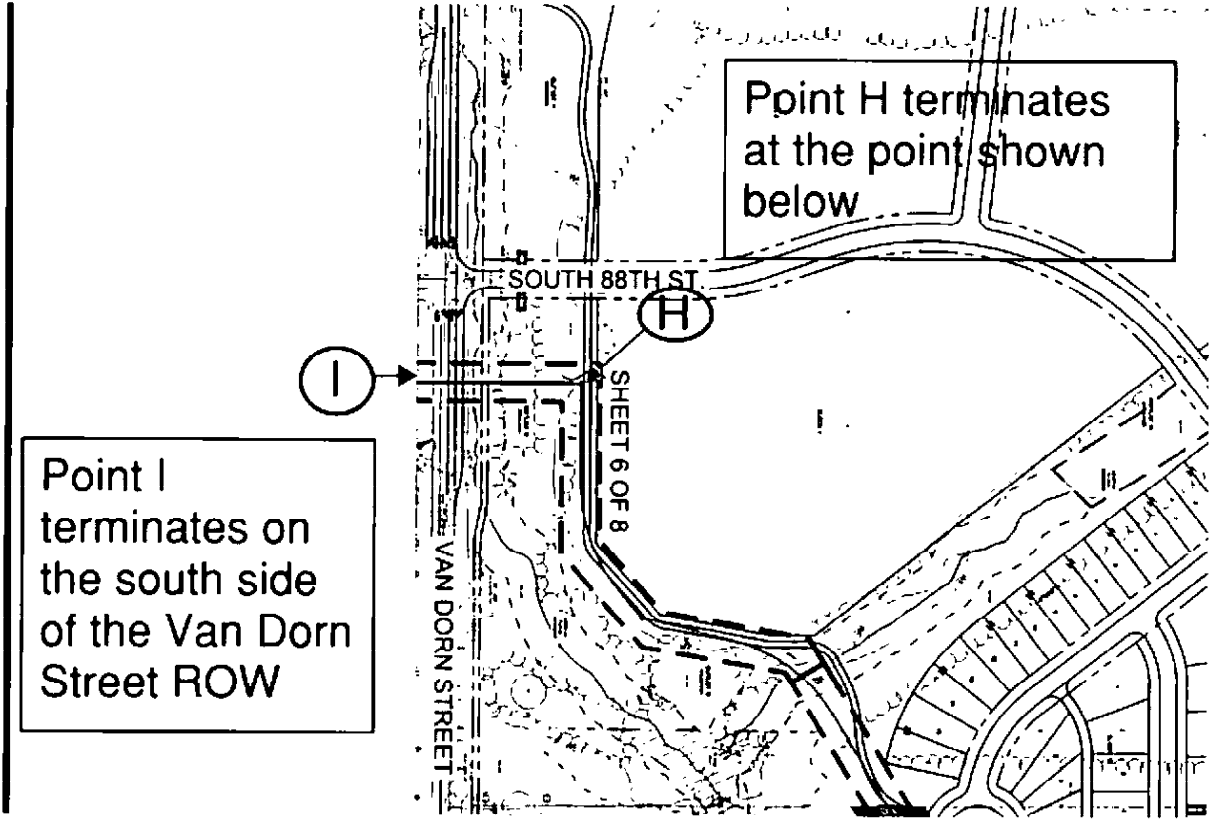


Exhibit "I"
Master Plan

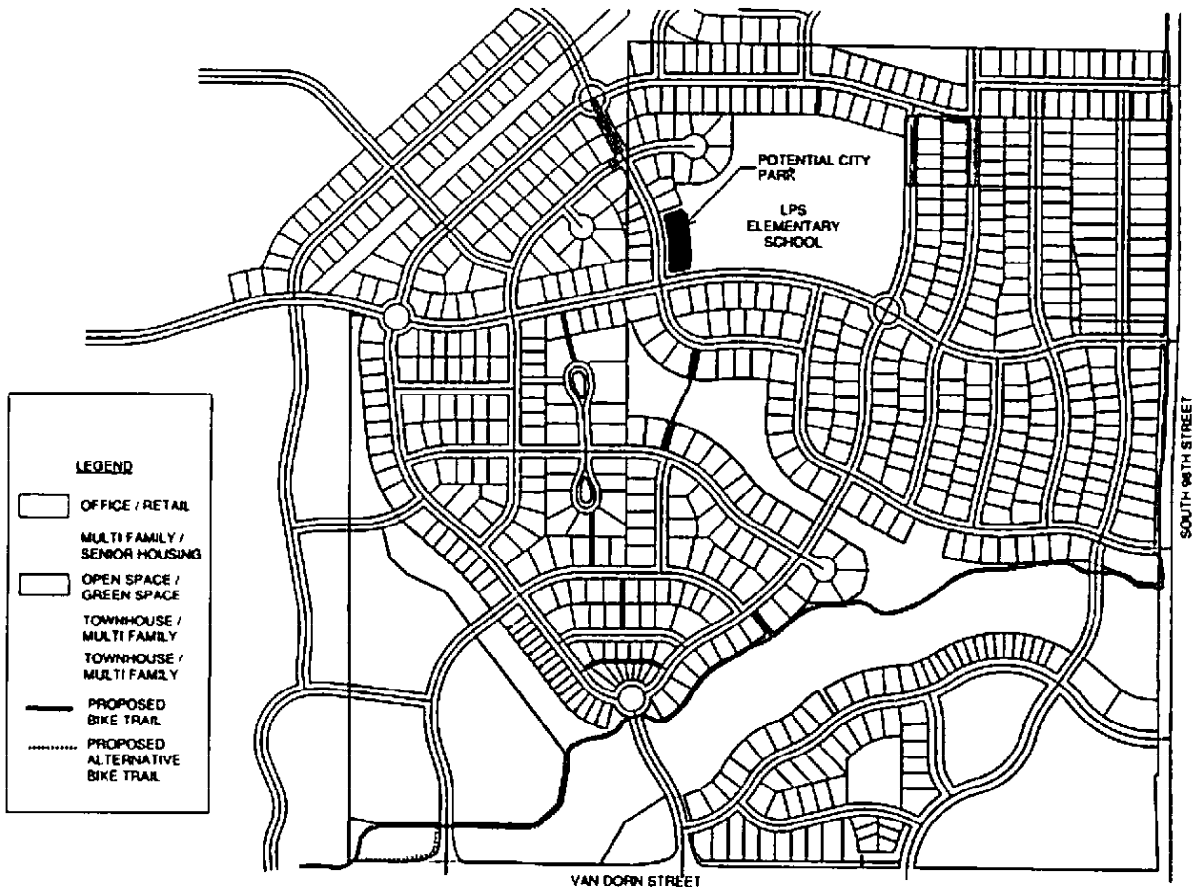


Exhibit "J"
Phase I Site Plan

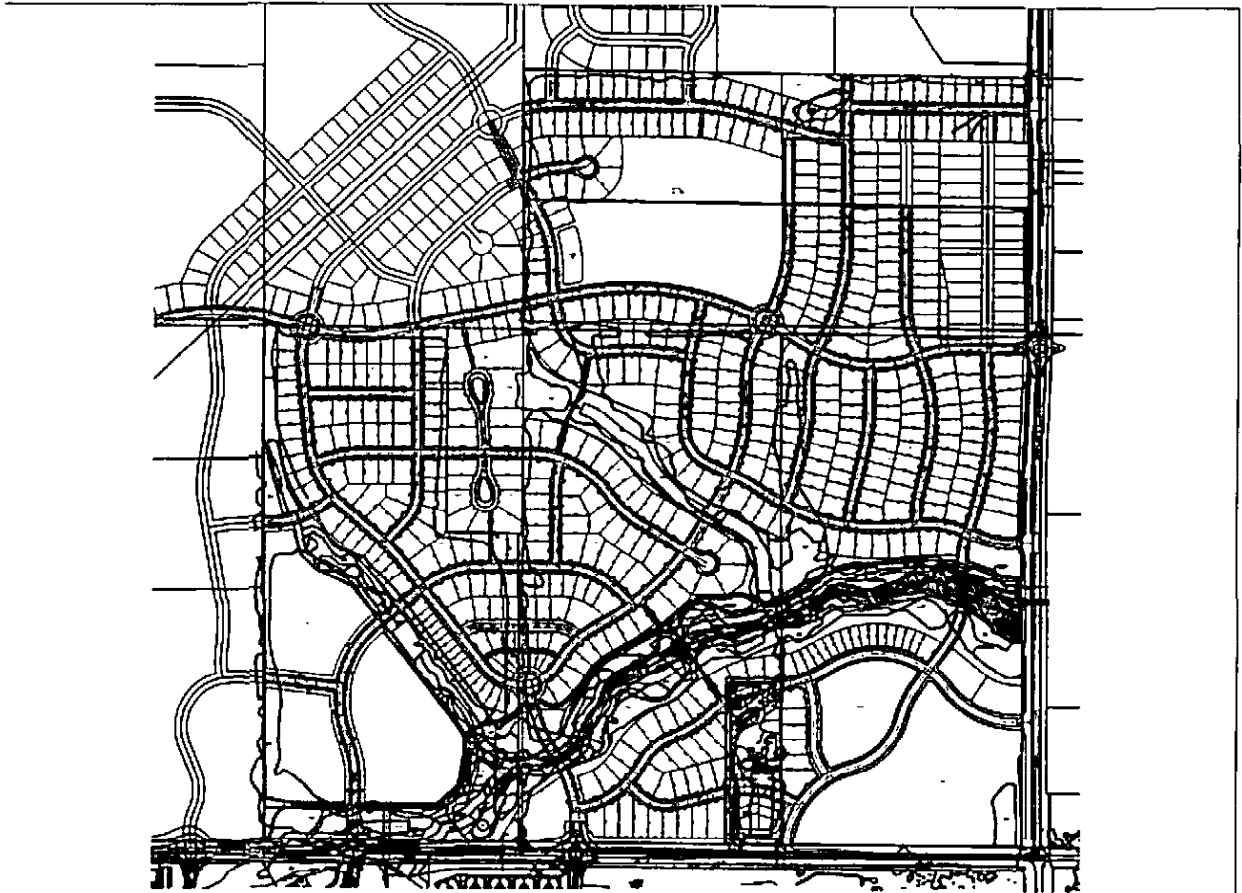


Exhibit "N"

Van Dorn Street Stormwater Improvements

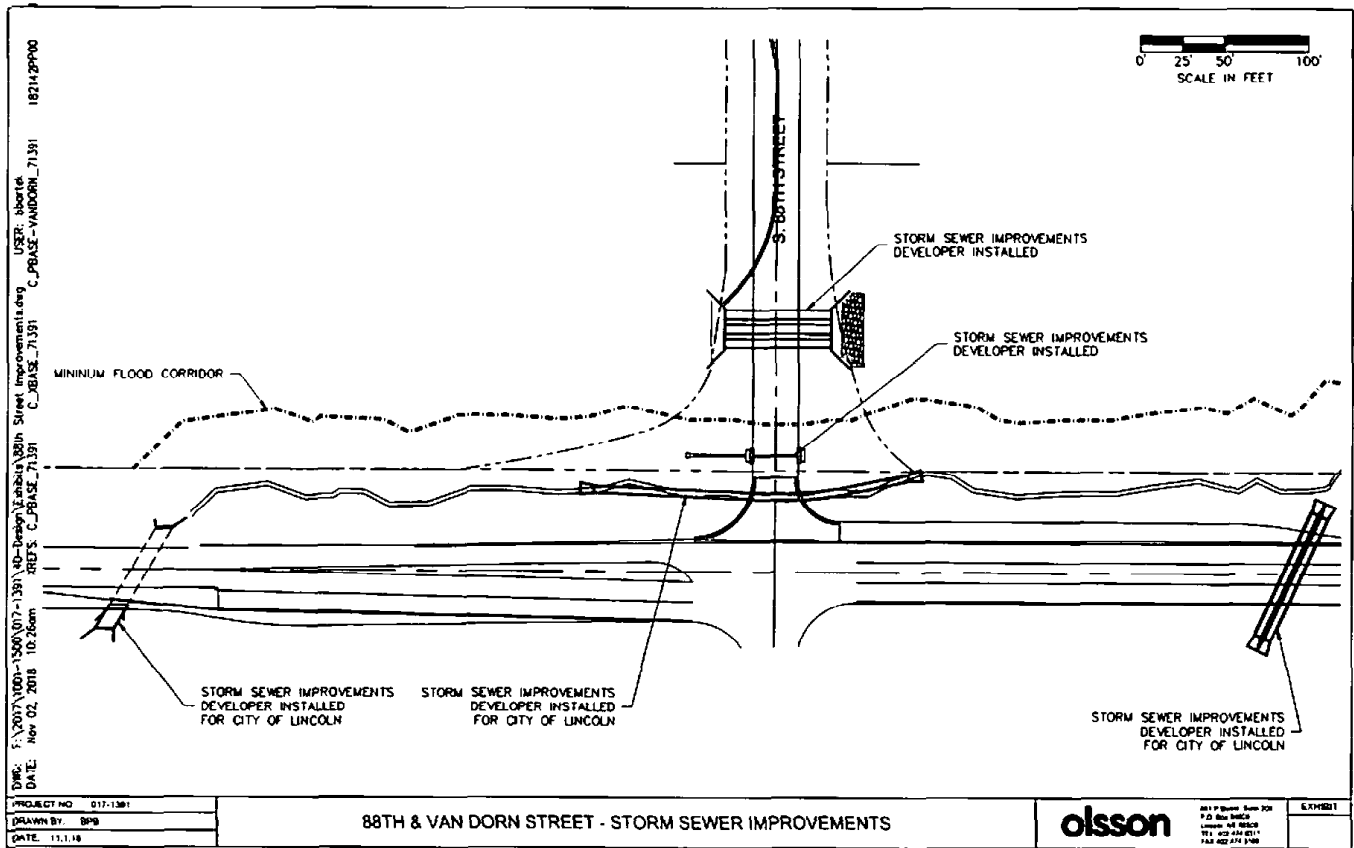


Exhibit "O"

Van Dorn Street Roundabouts and Sidewalk Agreement

11-19-18

Van Dorn Street Roundabouts and Sidewalk Agreement

THIS VAN DORN STREET ROUNDABOUTS AND SIDEWALK AGREEMENT ("Agreement") is made and entered into as of the date of execution by the last signatory hereto as indicated below by and among the **City of Lincoln, Nebraska**, a municipal corporation ("City"), **Matodol, LLC**, a Nebraska limited liability company ("Matodol") and **Lincoln Federal Savings Bank of Nebraska**, a federal savings bank ("LFSB"). City, Matodol and LFSB are hereinafter collectively referred to as the "Parties" and individually as a "Party".

RECITALS

1. The City and Matodol, along with other property owners, previously entered into the Annexation Agreement for Van Dorn Street Coalition dated as of March 9, 2017, as amended by Amendment No. 1 to Annexation Agreement for Van Dorn Street Coalition, dated February 15, 2018 and Amendment No. 2 to Annexation Agreement for Van Dorn Street Coalition, dated as of this even date (collectively "Coalition Annexation Agreement") outlining certain conditions and undertakings related to the annexation of approximately 309.16 acres of property ("Coalition Property") generally located north of Van Dorn Street from South 88th Street to South 98th Street. The Coalition Property, including the "Matodol Property", are legally described on Exhibit "A", which is attached hereto and incorporated herein by this reference. In addition, Lot 49 Irregular Tracts in the Southwest Quarter of Section 35, Township 10 North, Range 5 East of the 6th P.M. in Lancaster County, Nebraska ("McFarland Property") is not a Coalition Property, but is virtually

surrounded by the Coalition Property. The Coalition Property and McFarland Property are generally shown on the north side of Van Dorn Street between the West Boundary Line of the Matodol's Property and S. 98th Street.

2. LFSB is the owner of the real estate ("LFSB Property"), which is legally described on Exhibit "A". The LFSB Property is generally shown on the south side of Van Dorn Street between S. 84th Street and the west side of the S. 86th Street Roundabout.

3. The Parties desire to design and construct the S. 86th Roundabout (defined below), and the S. 91st Street Roundabout (defined below) as generally shown on Exhibit "B", which is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Existing Conditions. Presently, Van Dorn Street from S. 84th Street to S. 98th Street is an existing two lane paved county road and is designated as an "urban/rural minor arterial" in the 2040 Lincoln City – Lancaster County Comprehensive Plan. No improvements to this segment of Van Dorn Street are shown in the Lincoln City – Lancaster County Comprehensive Plan during the 25-year planning period. This segment of Van Dorn Street is also described in the City's Access Management Policy as a Minor Arterial Street.

2. Access Points. The City and Parcel Owners agree that full turn movement intersections allowing ingress and egress to and from the LFSB Property and Coalition Property along Van Dorn Street will be limited to the preliminary and approximate location of these access points as shown on Exhibit "B".

3. Two Van Dorn Street Roundabouts. "Roundabout" includes a public and permanent street roundabout, including, but not limited to, entry and exit roadways, related stormwater improvements, street lights, signage, design, right-of-way and easement acquisition,

survey, staking, grading and other related roadway improvements. The following two Roundabouts qualify as Arterial Street Impact Fee Facility Improvements:

- “S. 86th Street Roundabout” means the future Roundabout that is designed and constructed at the intersection of South 86th Street and Van Dorn Street located generally between S. 84th Street and the southern extension of the “West Boundary Line of Matodol’s Property” as shown on Exhibit “B”; and
- “S. 91st Street Roundabout” means the future Roundabout that is designed and constructed at the intersection of South 91st Street and Van Dorn Street as shown on Exhibit “B”.

4. West Sidewalks and East Sidewalks. “West Sidewalks” includes the design and construction of 5 feet wide sidewalks on the south side of Van Dorn Street between S. 84th Street and the S. 86th Street Roundabout, including the west and east sides of the S. 86th Street Roundabout, which are all marked in yellow and shown on Exhibit “B”. “East Sidewalks” includes the design and construction of a 5 feet wide sidewalks on the north and south sides of the S. 91st Street Roundabout, including the east and west sides of the S. 86th Street Roundabout, which are all marked in yellow and shown on Exhibit “B”.

5. S. 86th Street Roundabout and the West Sidewalks. In cooperation with Matodol and the City, LFSB shall implement the following:

- LFSB shall design, grade and construct at its cost and expense, except, as otherwise provided herein, through the City’s executive order construction process, the S. 86th Street Roundabout and related stormwater improvements. The City agrees to pay for the first Two Hundred Thousand Dollars (\$200,000.00) in design and construction costs for the S. 86th Street Roundabout from District 5 Arterial Street Impact Fees. The City agrees to

reimburse LFSB this amount within thirty (30) days of receipt of satisfactory invoices and supporting documentation for said costs ("City S. 86th Street Roundabout Contribution"). LFSB shall fund the remaining costs for the S. 86th Street Roundabout (estimated at \$800,000), which shall be subject to reimbursement by the City pursuant to this Agreement. Further, any escrow required through the Executive Order construction process to guaranty the construction costs for the S. 86th Street Roundabout shall be reduced by the City S. 86th Street Roundabout Contribution; and

- Construct, at its own expense, that portion of the West Sidewalks as marked in yellow and shown on Exhibit "B".
- Construction of the above described improvements shall commence Spring 2019.

6. S. 91st Street Roundabouts and East Sidewalk. In cooperation with LFSB and the City and pursuant to the Coalition Annexation Agreement, Matodol shall implement the following:

- Matodol shall:
 - (i) Design, grade and construct the S. 91st Street Roundabout at its cost and expense, except as otherwise provided herein, commencing in Spring 2019; and
 - (ii) Construct the East Sidewalks abutting the S. 91st Street Roundabout which are marked in yellow on Exhibit "B";

The City will pay from the City's approved 2018-19 Capital Improvement Budget as part of its Fiscal Year 2018 and Fiscal Year 2019 biennial budget the first Two Hundred Thousand Dollars (\$200,000) of design and construction costs for the S. 91st Roundabout within thirty (30) days of receipt of invoices and supporting documentation for said costs ("City S. 91st Street Roundabout

Contribution"). Matodol shall fund the remaining costs for the S. 91st Roundabout (estimated at \$800,000), which shall be subject to reimbursement by the City as described herein. Any escrow required through the Executive Order construction process to guaranty the construction costs for the S. 91st Roundabout shall be reduced by the City S. 91st Street Roundabout Contribution. Matodol shall be responsible as part of the final platting process for the design and construction costs associated with that portion of the sidewalks located on the north side of the Van Dorn Street the public right-of-way not marked in yellow on Exhibit "B";

7. Executive Orders. On behalf of the City, LFSB shall design, competitively bid, and construct through the City's Executive Order construction process the S. 86th Street Roundabout as generally shown on Exhibit "B", which is attached hereto and incorporated herein by the reference ("LFSB Executive Order Improvements"). On behalf of the City, Matodol shall design, competitively bid, and construct through the City's Executive Order construction process the S. 91st Street Roundabout as generally shown on Exhibit "B" ("Matodol Executive Order Improvements").

- a. LFSB and Matodol agree to competitively bid, award and construct the LFSB Executive Order and Matodol Executive Order together as one coordinated construction project to be implemented in one or more phases as generally described above.
- b. LFSB and Matodol agree to split and pay the design and construction costs and expense of the one coordinated construction project, in a fair and equitable manner, based upon the recommended by Olsson Associates or other replacement engineer acceptable to both LFSB and Matodol, based upon unit costs and/or some other fair and equitable measurement or standards.

c. The Parties will use their best efforts to minimize the length of closure of the various segments of Van Dorn Street during the construction of the Roundabouts and the intersection improvement at S. 88th & Van Dorn Street. The Parties will, whenever it shall be reasonably requested to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, any and all such further conveyances, confirmations, instruments, or further assurances and consents as may be necessary or proper, in order to effectuate the covenants and agreements herein provided. Each of the Parties shall cooperate in good faith with the other and shall do any and all other 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.

8. Segregated Arterial Street Impact Fees; Funding. The City does not currently have funding to pay for the qualified Arterial Street Impact Fee Facility Improvements of the S. 86th Street Roundabout and the S. 91st Street Roundabout, other eligible intersection improvements, and the Grading Arterial Street Impact Fee Facility Improvements (collectively "Arterial Street Impact Fee Facility Improvements").

a. The City agrees to segregate arterial street impact fees collected by the City from development of the LFSB Property as well as a portion of the Arterial Street Impact Fees collected from development of the MJM Property and Spanish Oaks Property after the date of this Agreement (collectively "LFSB Segregated Arterial Street Impact Fees") and utilize said LFSB Segregated Arterial Street Impact Fees to fund the Arterial Street Impact Fee Facility Improvements for the S. 86th Street Roundabout. In the event LFSB Segregated Arterial Street Impact Fees are not available to fund the Arterial

Street Impact Fee Facility Improvements for the S. 86th Street Roundabout at the time it is constructed by LFSB, LFSB shall fund said Arterial Street Impact Fee Facility Improvements for the S. 86th Street Roundabout and said costs shall be reimbursed to LFSB by the City when the LFSB Segregated Arterial Impact Fees become available.

- b. The City agrees to segregate arterial street impact fees collected by the City from development of the Coalition Property and McFarland Property after the date of this Agreement (“Coalition/McFarland Segregated Arterial Street Impact Fees”) and utilize said Coalition/McFarland Segregated Arterial Street Impact Fees to fund the Arterial Street Impact Fee Facility Improvements for the S. 91st Street Roundabout. In the event Coalition/McFarland Segregated Arterial Street Impact Fees are not available to fund the Arterial Street Impact Fee Facility Improvements for the S. 91st Street Roundabout at the time they are constructed by Matodol, Matodol shall fund said Arterial Street Impact Fee Facility Improvements for the S. 91st Street Roundabout and said costs shall be reimbursed to Matodol by the City when the Coalition/McFarland Segregated Arterial Impact Fees become available.

9. Other Funding. Notwithstanding the foregoing, regarding the segregation and use of the LFSB Segregated Arterial Street Impact Fees and Coalition/McFarland Segregated Arterial Street Impact Fees, the City at its sole discretion, shall have the option to fund all or portions of said costs from funding sources other than the LFSB Segregated Arterial Street Impact Fees Coalition/McFarland Segregated Arterial Street Impact Fees, should other funding become available.

10. 404 Permits. If required, LFSB and Matodol shall prepare and process and the City agrees to sign, as permittee, an application for the Section 404 permit required for construction of the Arterial Street Impact Fee Facility Improvements (collectively "404 Permits"). The parties acknowledge and agree that any Section 404 permit required for the construction of the S. 86th Street Roundabout and the S. 91st Street Roundabout shall qualify as Arterial Street Impact Fee Facility Improvements. All the cost estimates contained in this Agreement do not include any mitigation costs required by the 404 Permits. The City, at its expense, shall directly pay for any 404 Permits' mitigation costs.

11. Dedication of Right-of-Way. At the time of final platting, or upon the earlier request by the City, LFSB whose parcel includes land needed for the S. 86th Street Roundabout and West Sidewalks shall dedicate or convey to the City the necessary right-of-way for the improvements and any temporary construction easements without additional cost to the City. At the time of final platting, or upon the earlier request by the City, Matodol whose parcel includes land needed for the S. 91st Street Roundabout and East Sidewalks shall dedicate or convey to the City the necessary right-of-way for the improvements and any temporary construction easements without additional cost to the City.

12. Acquisition of Right-of-Way. The City, at its expense, including, but not limited to, acquisition costs, condemnation awards, court costs, expert witness fees, testing fees, interest, and City staff time, agrees to acquire the remaining balance of any and all right-of-way and temporary and permanent easements necessary for the design, grading, construction and operation of the impact fee facilities and related S. 86th Roundabout, S. 91st Roundabout, West Sidewalks, East Sidewalks and infrastructure described in this Agreement. The City is authorized to utilize condemnation, if necessary, to acquire such right-of-way and temporary and permanent easements described in this Paragraph.

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

SIGNATURE PAGES TO FOLLOW

Dated as of _____, 2018 by the City.

“CITY”

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

By: _____
Chris Beutler, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Chris Beutler, Mayor of the **City of Lincoln, Nebraska**, a municipal corporation, on behalf of the municipal corporation.

(Seal)

Notary Public

Dated as of _____, 2018 by Matodol, LLC.

"MATODOL, LLC"

Matodol, LLC, a Nebraska limited liability company

By: Olsson, Inc., a Nebraska corporation, as Manager

By: _____

Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ as _____ of Olsson, Inc., a Nebraska corporation, as Manager of **Matodol, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.

(Seal)

Notary Public

Dated as of _____, 2018 by LFSB.

“LFSB”
Lincoln Federal Savings Bank of Nebraska,
a federal savings bank

By: _____

Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____,
2018, by _____ as _____ of **Lincoln Federal Savings
Bank of Nebraska**, a federal savings bank, on behalf of the federal savings bank.

(Seal)

Notary Public

Exhibit "A"

Coalition Property

Parcel Nos. 1-8 Name of Parcel Owners and Property Legal Description

Parcel #	Property Legal	Acres	Parcel Owner	Parcel Owner Address
1	Lot 50 SW, S35, T10, R7, Lancaster County, NE	68.54	MATODOL, LLC, c/o Olsson, Inc., Manager, Attention Jeffrey Jenkins	601 P Street Lincoln, Nebraska 68508
2	Lot 51 SE, S35, T10, R7, Lancaster County, NE	73.34	MATODOL, LLC, c/o Olsson, Inc., Manager, Attention Jeffrey Jenkins	601 P Street Lincoln, Nebraska 68508
3	Lot 48 SE, S35, T10, R7, Lancaster County, NE	4.91	MATODOL, LLC, c/o Olsson, Inc., Manager, Attention Jeffrey Jenkins	601 P Street Lincoln, Nebraska 68508
4	Lot 65 SE, S35, T10, R7, Lancaster County, NE	37.93	Roger H. Graff	7005 Shamrock Road, Unit 312 Lincoln, NE 68506
5	Lot 64 SE, S35, T10, R7, Lancaster County, NE	35.78	MATODOL, LLC, c/o Olsson, Inc., Manager, Attention Jeffrey Jenkins	601 P Street Lincoln, Nebraska 68508
6	Outlot A, FBT Addition, Lancaster County, NE	32.94	MATODOL, LLC, c/o Olsson, Inc., Manager, Attention Jeffrey Jenkins	601 P Street Lincoln, Nebraska 68508
7	Lots 54 & 62 NE, S35, T10, R7, Lancaster County, NE	29.80	Daryl Lee and Kristie A. Bohac	10011 N. 152 nd Street Waverly, NE 68462
8	Lot 30 NW, S35, T10, R7, Lancaster County, NE	26.87; see Exhibit A-1	Christopher A. Kidwell	8901 A Street Lincoln, NE 68508

Total		309.16		
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Exhibit "A"

McFarland Property

Parcel #	Property Legal	Acres	Parcel Owner	Parcel Owner Address
1	Lot 49 Irregular Tracts in the Southwest Quarter of Section 35, Township 10 North, Range 5 East of the 6 th P.M. in Lancaster County, Nebraska	9.97	Patrick & Sarah McFarland	3201 South Street, Unit 175 Lincoln, Nebraska 68502

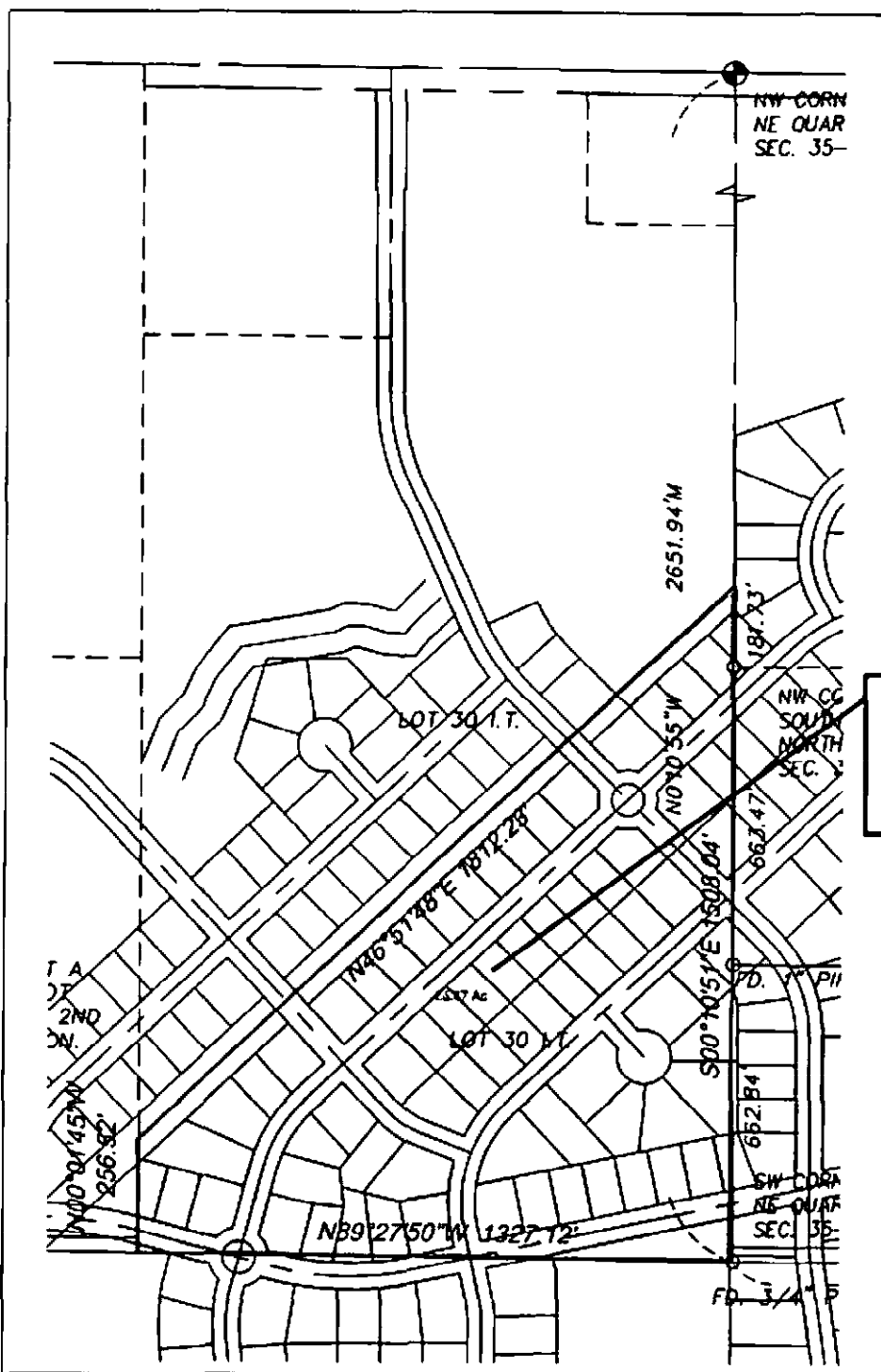
Exhibit "A"

LFSB Property

Parcel #	Property Legal	Acres	Parcel Owner	Parcel Owner Address
1	Lots 1 and 2, Block 1. Lots 1 and 2, Block 2 and Outlots A through H, inclusively, Firethorn Corporate Center Addition,	17.47	LINCOLN FEDERAL SAVINGS BANK OF NEBRASKA	1101 N ST LINCOLN, NE 68508

	Lincoln, Lancaster County, Nebraska			
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Exhibit "A-1"
 Christopher A. Kidwell Property (26.87 acres)



Christopher A. Kidwell Property
 (26.87 acres)

Exhibit "B"

Van Dorn Street Roundabouts and Sidewalk

