



20R-83

Introduce: 3-02-20

RESOLUTION NO. A- 92054

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

That Amendment No. 1 to the I-80 West Lincoln Business Center Conditional Annexation and Zoning Agreement approved as City Council Resolution No. A-86578 on November 7, 2011, which is attached hereto, marked as Attachment "A", and made a part hereof by reference, between the City of Lincoln, Ringneck Development, LLC, and Lancaster County School District 001, a/k/a/ Lincoln Public Schools, to describe the responsibilities of the parties with respect to design and construction of public infrastructure improvements necessary to support the development of approximately 118.60 acres for a future public school site on property generally located at Northwest 48th Street and West Holdrege Street, is hereby approved and the Mayor is authorized to execute Amendment No. 1 on behalf of the City.

AMENDED, 3/16/2020

BE IT 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 other Parties.

BE IT FURTHER RESOLVED that the City Clerk is directed to record Amendment No. 1 to I-80 West Lincoln Business Center Conditional Annexation and Zoning Agreement with the Register of Deeds for Lancaster County, Nebraska, filing fees to be paid by the Ringneck Development, LLC or Lancaster County School District 001.

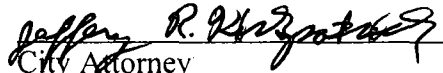
BE IT FURTHER RESOLVED that the City Clerk is directed to forward a copy of this Agreement to Michaela Dugan, Impact Fee Administrator.

Introduced by:


AYES: Christensen, Meginnis, Raybould, Shobe, Ward, Washington; NAYS: None; ABSTAINED: Bowers.

**See further Council
Proceedings on next page.**

Approved as to Form & Legality:



City Attorney

Approved this 16 day of March, 2020:


Mayor

**ADOPTED
MAR 16 2020
BY CITY COUNCIL**

20R-83

3/16/20 Council Proceedings:

SHOBE Moved to adopt Bill 20R-83.

Seconded by Washington & carried by the following vote: AYES: Christensen, Meginnis, Raybould, Shobe, Ward, Washington; NAYS: None; ABSTAINED: Bowers.

SHOBE Moved to reconsider Bill 20R-83.

Seconded by Christensen & carried by the following vote: AYES: Christensen, Meginnis, Raybould, Shobe, Ward, Washington; NAYS: None; ABSTAINED: Bowers.

WASHINGTON Moved MTA #1 to accept a substitute agreement.

Seconded by Christensen & carried by the following vote: AYES: Christensen, Meginnis, Raybould, Shobe, Ward, Washington; NAYS: None; ABSTAINED: Bowers.

FINAL VOTE: AYES: Christensen, Meginnis, Raybould, Shobe, Ward, Washington; NAYS: None; ABSTAINED: Bowers.

20R-83

MOTION TO AMEND NO. 1

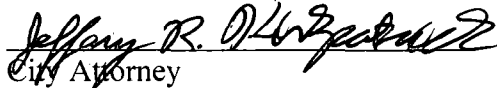
I hereby move to amend Bill No. 20R-83 to adopt a substitute Agreement attached hereto.

Introduced by:



Approved as to Form and Legality:

AYES: Christensen, Meginnis, Raybould,
Shobe, Ward, Washington; NAYS: None;
ABSTAINED: Bowers.


City Attorney

Requested by:

Law Department

Reason for Request:

To amend Section 4.B.4 to set a date certain for construction the West Vine Street Improvements that allow access to the neighboring Dowd property to the south, and to amend Exhibit H-1 to show extension of SW 50th Street south to the Dowd property. A requirement that the second western access to the Dowd property appear conceptually on the PUD is added to Section 4.B.5. These additions were made at the request of the State of Nebraska. Force majeure language is also added to Section 4.A.4 and 4.B.4.

ADOPTED

MAR 16 2020

BY CITY COUNCIL

AMENDMENT NO. 1 TO I-80 WEST LINCOLN BUSINESS CENTER
CONDITIONAL ANNEXATION AND ZONING AGREEMENT

This Amendment No. 1 to I-80 West Lincoln Business Center Conditional Annexation and Zoning Agreement ("Amendment") is made and entered into as of this 16th day of March, 2020, by and between the City of Lincoln, Nebraska, a municipal corporation ("City"), Ringneck Development, LLC, a Nebraska limited liability company ("Developer"), and Lancaster County School District 0001, a/k/a Lincoln Public Schools, a public school district and political subdivision of the State of Nebraska ("School"), which amends and modifies that certain I-80 West Lincoln Business Center Conditional Annexation and Zoning Agreement ("Agreement") dated November 9, 2011, by and between City and Developer. The parties may hereinafter jointly be referred to as the "Parties" or individually as a "Party".

RECITALS

A. The Developer and the City previously entered into the Agreement, which is incorporated herein by this reference.

B. The Developer now desires to sell and the School desires to purchase an approximately 118.60 acre portion of the Property ("School Site"), which is shown and legally described on Exhibit "G-1", attached hereto and incorporated herein by this reference.

C. The School intends to develop and use the School Site for a future public school site and other possible public and/or private purposes, which will differ from the current Development Plan for I-80 West Lincoln Business Center R-3 and I-3 Planned Unit Development ("PUD"), attached as Exhibit "E" to the Agreement.

D. Before acquiring legal title to the School Site, the School desires assurances that the PUD and certain infrastructure obligations under the Agreement will be modified to

accommodate the School's planned or intended uses for the School Site and that the School Site will be annexed by the City.

E. The Developer has undertaken to design and construct some of the infrastructure improvements specified and required under the Agreement, and desires to clarify in this Amendment the infrastructure improvements which have been completed and the infrastructure improvements that need to be completed and the Parties responsible for those infrastructure improvements.

F. The City has undertaken to perform some of its obligations specified and required under the Agreement and desires to clarify in this Amendment the obligations which have been completed and the obligations that need to be completed.

G. This Amendment identifies the Developer's and the City's responsibilities, and the School's responsibilities upon transfer of legal title of the School Site to the School, regarding the construction of infrastructure improvements necessitated by the development of the Property and the School Site.

H. Should closing on the sale and transfer of the School Site from the Developer to the School not occur by May 1, 2020, this Amendment shall automatically be null and void and the Parties hereto shall have no further obligations or responsibilities under this Amendment.

I. The revised Utilities and Pavement Plan for the Property, including the School Site, is attached hereto as Exhibit "H-1" ("Revised Infrastructure Plan") and incorporated herein by this reference.

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

1. Contingency: This Amendment is expressly contingent on the closing of the real property purchase/sale transaction and transfer of legal title of the School Site to the School. If closing of the real property purchase/sale transaction and legal title of the School Site is not transferred to the School on or before May 1, 2020, unless extended by mutual agreement of the School and the Developer, this Amendment automatically shall be null and void and the Parties hereunder shall have no further obligations or responsibilities under this Amendment. The termination of this Amendment shall have no effect on the Agreement and the obligations and responsibilities of the Developer and the City thereunder.

2. Effect on Agreement. The Agreement, and all terms and conditions in the Agreement, is expressly incorporated into this Amendment. Except as otherwise provided herein, all capitalized terms in this Amendment shall have the same meaning as provided in the Agreement. This Amendment shall amend, modify, add, and remove certain provisions, obligations and responsibilities under the Agreement. Should there be any inconsistencies between this Amendment and the Agreement, this Amendment shall be controlling.

3. Annexation by the City. The City agrees to annex a portion of the School Site shown and described on Exhibit "C-1", attached hereto and incorporated herein by this reference, before May 1, 2020, as provided above in Recital D above.

4. Street Improvements. Paragraph 3 of the Agreement is deleted and replaced in its entirety with the following:

A. West Holdrege Street Project.

1. The "West Holdrege Street Project" shall consist of the following street improvements: (a) West Holdrege Street between NW 48th Street and NW 56th

Street, and (b) NW 56th Street between West Holdrege Street and a point approximated 600 feet to the north (to existing asphalt paving).

2. The West Holdrege Street Project between NW 48th Street and through the roundabout at NW 52nd Street is planned as an Arterial Street Impact Fee Facility Improvement.

3. The West Holdrege Street Project improvements will be designed and constructed generally as shown on Exhibit "H-1", attached hereto and incorporated herein by this reference, and as follows ("West Holdrege Street Project Improvements"):

(a) Two lane roadway section, with center median and curb and gutter, for West Holdrege Street between NW 48th Street and NW 52nd Street;

(b) Full-access, single-lane roundabout at the intersection of West Holdrege Street and NW 50th Street, minus south-bound exit from east-bound West Holdrege Street south into the School Site;

(c) Full-access, single lane roundabout at intersection of West Holdrege Street and NW 52nd Street;

(d) Two lane roadway section, without center median and without curb and gutter (at county road standard) for West Holdrege Street between west leg of NW 52nd Street roundabout and NW 56th Street;

(e) Four-way stop control at intersection of West Holdrege Street and NW 56th Street, with no turn lanes;

(f) Sidewalk improvements on West Holdrege Street between NW 48th Street and the west leg of roundabout at NW 52nd Street, consisting of a

5' wide concrete sidewalk on south side of West Holdrege Street and a 10' wide concrete bikeway on north side of West Holdrege Street; and

(g) Two lane roadway section, without curb and gutter (at county road standard) for NW 56th Street between West Holdrege Street and a point approximated 600 feet to the north (to existing asphalt paving).

(Note—the full-access roundabout shown on the amended PUD at the intersection of West Holdrege Street and NW 56th Street is for future reference only and is not intended to be constructed under this Amendment.)

4. On behalf of the City, the School will be responsible to design, competitively bid, construct, and initially fund (subject to reimbursement provided in Paragraph 7 herein) the West Holdrege Street Project Improvements through the City's Executive Order process in one or more phases; provided that the School shall consult with the City on the competitive bidding process to be followed so that both entities' procurement requirements are met while also allowing the School to utilize available economies of scale to develop a consolidated competitive bidding process for work on the West Holdrege Street Project Improvements, work on any other improvements described herein, and any work on the School Site. The School will have the West Holdrege Street Project Improvements completed by Fall 2022, subject to any delays in design and/or construction caused by approval processes for any required wetlands permits or other related issues described in Subparagraph 4.A.5 below, delays in obtaining any necessary right-of-way as provided herein, ~~and~~ delays in obtaining approval for the City's Water Improvements described in Paragraph 6 below, and delays beyond the reasonable control

of the School which materially affect its performance and which could not reasonably have been foreseen or provided against.

5. Wetlands have been identified as crossing through a portion of West Holdrege Street between NW 52nd Street and NW 56th Street. The City, at its sole cost and expense, shall be responsible for applying for wetlands permits with appropriate federal agencies and coordinating with appropriate federal agencies on any required mitigation for impacts to wetlands caused by the West Holdrege Street Project Improvements. All costs and expenses for any wetlands mitigation shall be at the City's sole cost and expense. The City shall timely seek permits and mitigation to allow the School to complete the West Holdrege Street Improvements as provided in Subparagraph 4.A.4 above.

B. West Vine Street Project.

1. The "West Vine Street Project" consists of street improvements to West Vine Street between NW 48th Street and a private driveway to be constructed on the School Site, east of drainage channel and approximately 1,425 feet west of NW 48th Street.

2. The West Vine Street Project is not planned as an arterial road improvement.

3. West Vine Street Project will be designed and constructed generally as shown on Exhibit "H-1", attached hereto and incorporated herein by this reference, and as follows ("West Vine Street Improvements"):

(a) Four lane roadway section, with curb and gutter, for West Vine Street between NW 48th Street and NW 50th Street;

(b) Full-access, single-lane roundabout at the intersection of West Vine Street and NW 50th Street;

(c) Three-lane roadway section, with curb and gutter, for West Vine Street for a distance of approximately 650 feet from the west leg of roundabout at NW 50th Street; and

(d) Extension of NW 50th Street from West Vine Street south to the northern boundary of Lot 63, I.T. located in the Southwest Quarter of Section 19, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska (“Adjacent Property”), as a local public street.

4. The School or the Developer will be responsible to design and construct the West Vine Street Improvements listed in Paragraph 4.B.3.(a), (b) and (c) above through the City’s executive order process in one phase, and Developer will be responsible to concurrently design and construct the West Vine Street Improvements listed in Paragraph 4.B.3.(d) above through the City’s executive order process. ~~There is no planned timeline or schedule for commencement or completion of the West Vine Street Improvements; provided, however, t~~The West Vine Street Improvements shall be completed by Fall 2022, subject to delays beyond the reasonable control of the School and/or Developer which materially affect their respective performance and which could not reasonably have been foreseen or provided against. ~~if~~ if any portion of the West Vine Street Improvements is needed to provide access to the Adjacent Property prior to the time they are constructed by the School or Developer under the terms of this Agreement, School and Developer agree to dedicate right-of-way for the West Vine Street Improvements as required by the City.

5. Developer shall also be responsible, as part of the final plat process, to construct a second public street that extends south of West Vine Street to the northwest corner of the Adjacent Property and is centered on the joint property line with the Adjacent Property and shown conceptually on the PUD.

C. NW 48th Street. No further street improvements are contemplated for NW 48th Street between the I-80 interchange and West Holdrege Street.

D. NW 56th Street.

1. NW 56th Street between West Vine Street and the I-80 overpass is shown in the Lincoln City - Lancaster County Comprehensive Plan as an arterial road improvement during the 25-year planning period to be constructed as two lanes plus center turn lanes. Presently, NW 56th Street between West Vine Street and the I-80 overpass is constructed as two lane gravel roadway. In order to accommodate the traffic generated from the development of the Property, a grade study will be conducted for an ultimate four through lanes with turn lanes for that portion of NW 56th Street between West Vine Street and the north edge of the bridge over I-80. When constructed, NW 56th Street from the north side of the I-80 bridge to Vine Street will initially be graded and paved as a two-lane roadway on an alignment and width to be determined by the Director of Transportation & Utilities, but in no event shall the width of actual paving exceed thirty-eight feet (38'), with northbound to eastbound right turn lanes and any required traffic signals at West Vine Street ("NW 56th Street South Improvements"). The NW 56th Street South Improvements is an Arterial Street Impact Fee Facility Improvement. On behalf of the City, the Developer will design, competitively bid through the City's Purchasing Division, grade, construct, and fund (subject to reimbursement provided in Paragraph 7 herein) the NW 56th Street

South Improvements through the City's Executive Order process in one or more phases as part of the final plat process.

2. NW 56th Street between West Vine Street and West Holdrege Street will be addressed by the City and LPS or other developers in the future.

E. Square Footage. The City, the Developer, and the School agree that the above-described design of the Street Improvements will accommodate the following:

1. North Property Area. That portion of the Property (excluding School Site) located north of West Holdrege Street: 70,000 square feet of commercial/retail/office.

2. School Site. The School Site: High school facility, with an ultimate capacity for approximately 2,000 students, with practice athletic fields, and with a possible competition athletic complex. (Note—the Future Urban Residential designation and housing unit density shown on the amended PUD for the western portion of the School Site is for future reference only and is not intended to be construed as the present intended purpose or use of this area by the School.)

3. South Property Area. That portion of the Property (excluding School Site) located south of West Vine Street: 401,000 square feet of commercial uses.

F. Dedication of Right of Way.

1. West Holdrege Street Project. The School and the Developer, as their interest require, shall dedicate at no cost to the City additional right-of-way in and along the West Holdrege Street Project to accommodate construction of West Holdrege Street, the portion of NW 56th Street (north of West Holdrege Street) and a future trail.

2. West Vine Street Project. The School and the Developer, as their interest require, shall dedicate at no cost to the City right-of-way in and along the West

Vine Street Project to accommodate construction of West Vine Street Project Improvements.

3. NW 56th Street. The Developer shall dedicate at no cost to the City right-of-way in and along NW 56th Street between West Vine Street and the I-80 overpass as follows: 60 feet of right-of-way measured from the section line, plus (i) an additional six feet (6') of right-of-way (or pedestrian easement acceptable to the City) to accommodate the future trail, and (ii) ten feet (10') of additional right-of-way where required at future intersections to accommodate required turn lanes. The School, and any subsequent owners or assignees, shall dedicate at no cost to the City right-of-way in and along NW 56th Street between West Vine Street and West Holdrege Street to accommodate the future construction of NW 56th Street.

G. Obtaining Third Party Right-of-Way and Easements. The City, with the cooperation of the Developer and/or the School, shall acquire all third party right-of-way and all temporary and permanent nonexclusive easements necessary for the construction and operation of the aforementioned street improvements within twelve (12) months from the date either the Developer and/or the School provides the City notice of the estimated timeframe for the construction of a particular street improvement. All costs of any right-of-way and temporary and permanent easements including, but not limited to, the amount of any condemnation award, court costs, expert witness fees, testing fees, interest, and City staff time shall be paid by the City. The City is authorized to utilize condemnation, if necessary, to acquire the third party right-of-way and temporary and permanent easements.

5. NW 48th Street Traffic Signal Improvements.

A. Intersection at NW 48th Street and West Holdrege Street. The Parties understand that a traffic study performed on West Holdrege Street exiting to NW 48th Street based on the School's intended and expected use of the School Site and Developer's intended and expected use of the remainder of the Property, other than the School Site, recommends that a traffic signal be installed at the intersection of West Holdrege Street and NW 48th Street when the West Holdrege Street Improvements are constructed ("West Holdrege Street Traffic Signal"). On behalf of the City, the School will be responsible to design, competitively bid, construct, and initially fund (subject to reimbursement provided in Paragraph 7 herein) the West Holdrege Street Traffic Signal, in conjunction with the work on the West Holdrege Street Project Improvements; provided that the School shall consult with the City on the competitive bidding process to be followed so that both entities' procurement requirements are met while also allowing the School to utilize available economies of scale to develop a consolidated competitive bidding process for work on the West Holdrege Street Traffic Signal, work on any other improvements described herein, and any work on the School Site.

B. Intersection at NW 48th Street and West Vine Street. The Parties understand that a traffic study caused to be performed on proposed West Vine Street exiting to NW 48th Street based on the School's intended and expected use of the School Site and Developer's intended and expected use of the remainder of the Property, other than the School Site, recommends that a traffic signal be installed at the intersection of West Vine Street and NW 48th Street when the West Vine Street Improvements are constructed ("West Vine Street Traffic Signal"). On behalf of the City, the School will be responsible to design, competitively bid, construct, and initially fund (subject to reimbursement provided in Paragraph 7 herein) the West Vine Street Traffic Signal, in conjunction with the work on the West Vine Street Improvements,

through the City's Executive Order process; provided that the School shall consult with the City on the competitive bidding process to be followed so that both entities' procurement requirements are met while also allowing the School to utilize available economies of scale to develop a consolidated competitive bidding process for work on the West Vine Street Traffic Signal, work on any other improvements described herein, and any work on the School Site.

6. Water Improvements. Paragraph 4.A of the Agreement is deleted and replaced in its entirety with the following:

A. West Holdrege Street. In order to provide water service to the Property and the School Site, a 16-inch water main needs to be constructed in West Holdrege Street between NW 48th Street and NW 56th Street as shown on Exhibit "H-1" ("West Holdrege Street Water Line"). On behalf of the City, the School will be responsible to design, competitively bid through the City's Purchasing Division, construct, and initially fund (subject to reimbursement provided in subparagraph B below) the West Holdrege Street Water Line through the City's Executive Order process in one or more phases; provided that the School shall consult with the City on the competitive bidding process to be followed so that both entities' procurement requirements are met while also allowing the School to utilize available economies of scale to develop a consolidated competitive bidding process for work on the West Holdrege Street Water Line, work on any other improvements described herein, and any work on the School Site. The School intends to have the West Holdrege Street Water Line completed in conjunction with the West Holdrege Street Project.

B. City Reimbursement. The City agrees to reimburse the School for the actual costs and expenses of the West Holdrege Street Water Line that has been constructed by the School, including the design, grading and construction of the West Holdrege Street Water Line

upon satisfactory completion of the West Holdrege Street Water Line according to City minimum specifications and standards and receipt of adequate documentation of the actual costs incurred by the School in causing said water line to be designed and constructed. As a condition of reimbursement, the School shall, prior to requesting bids for the water line project, present the City with a design and opinion of probable cost from the design consultant for the West Holdrege Street Water Line which the City shall review and either approve or reject within fourteen (14) days. If the City rejects the design based on the opinion of probable cost, the City and the School shall work together to identify and implement cost saving alternatives for the project.

7. Reimbursement of Street / Traffic Signal Improvement Costs. Paragraph 7 of the Agreement is replaced entirely with the following:

A. West Holdrege Street Project and Traffic Signal Improvements. The School and Developer recognize that the City does not have adequate funds on hand to pay for construction of the West Holdrege Street Project Improvements, West Holdrege Street Traffic Signal and the West Vine Street Traffic Signal (collectively “Road and Signal Improvements”) on a timeline that is consistent with intended construction and opening of the School improvements on the School Site. The School, Developer and the City acknowledge and agree that it is in the best interest of the community as a whole that the Road and Signal Improvements be constructed prior to when the City is projected to accumulate adequate funds to pay for said improvements.

The City agrees and acknowledges that the Road and Signal Improvements qualify as Arterial Street Impact Fee Facility Improvements as that term is defined by Lincoln Municipal Code §27.82.040. Furthermore, the City recognizes that constructing the Road and Signal Improvements prior to completion of construction and opening of the School’s improvements on the School Site as the School and Developer herein agree to do, will result in more efficient and

effective traffic movements as improvements are constructed on the Property. Therefore, the City agrees that the School shall construct the Road and Signal Improvements on behalf of the City, but at the School's cost and expense subject to contributions from the City and Developer as described herein.

1. Sales Tax Revenue. Recognizing the growing demand for additions to the City's arterial streets and the inability of existing revenue sources to generate adequate funds to meet such demand, the City approved the imposition of an additional ¼ cent sales tax to be used for restoring, rehabilitating, and expanding the City's road infrastructure in order to improve the road infrastructure of the City for the benefit of the entire community. Having imposed such a tax, the City Council subsequently identified the West Holdrege Street Project Improvements described herein as a project toward which a portion of the sales tax revenue generated by the additional ¼ cent tax should be allocated.

Therefore the City, subject to future appropriation by the City Council, hereby agrees to allocate Two Million Two Hundred Forth-Five Thousand and No/100 Dollars (\$2,245,000.00) from the revenue generated by the additional ¼ cent sales tax dedicated toward reimbursing the School for actual costs incurred in designing and constructing the West Holdrege Street Project Improvements. Said sales tax revenue shall, subject to appropriation by the City Council, be paid to the School, conditioned upon satisfactory completion of the West Holdrege Street Project Improvements by December 1, 2022, according to the following schedule:

FY2020-2021	\$650,000.00
FY2021-2022	\$850,000.00
FY2022-2023	\$200,000.00

FY2023-2024 \$295,000.00

FY2024-2025 \$250,000.00

The sales tax revenue shall be paid on a quarterly basis as sales tax is received by the City throughout the specified fiscal years.

The School agrees that it shall select the construction company responsible for constructing the West Holdrege Street Project Improvements using a competitive bidding process that meets the City's requirements for procurement of such services; provided that the School may utilize available economies of scale to develop a consolidated competitive bidding process for work on the West Holdrege Street Project Improvements, work on any other improvements described herein, and any work on the School Site.

The School expressly acknowledges and agrees that nothing in this Agreement represents a general obligation on the part of the City to repay the School for its actual costs incurred in the design and construction of the West Holdrege Street Project Improvements. The School also agrees that in the event the actual cost to design and construct the West Holdrege Street Project Improvements exceed the amount of the City's contribution as described above or in the event the City Council does not appropriate funds toward this contribution in any given year, the School shall be solely responsible for said costs, except for Developer's reimbursement as set forth below. The City does covenant that it will take all steps necessary to seek appropriations, to the extent permitted by law, each year as provided herein acknowledging that the West Holdrege Street Project Improvements are essential to keeping the School open and for fire / rescue and law enforcement vehicles to fight fires and protect the public.

2. Impact Fee Reimbursement. The Developer shall reimburse the School a total of \$838,379 for 100% of the costs and expenses incurred by the School for all work on the West Holdrege Street Traffic Signal and the West Vine Street Traffic Signal, and a portion of the work on the West Holdrege Street Project Improvements. Upon Developer's payment to the School for any of the costs and expenses for the West Holdrege Street Traffic Signal, the West Vine Street Traffic Signal, or the West Holdrege Street Project Improvements, then the City agrees to reimburse Developer for said costs with arterial street impact fees generated through the private development of those portions of the Property located north of West Holdrege Street and south of West Vine Street, as well as the Adjacent Property located south of West Vine Street, which are identified as "Directed Impact Fee Areas" on Exhibit I, which is attached hereto and incorporated herein by this reference. Said reimbursement shall be paid quarterly from impact fees actually received. The maturity of the reimbursement shall extend until the outstanding principal amount is collected against the entire development of the Directed Impact Fee Areas. The Developer expressly acknowledges and agrees that the agreement of the City to reimburse the Developer for the cost of the West Holdrege Street Traffic Signal, West Vine Street Traffic Signal, and a portion of the West Holdrege Street Project Improvements shall not constitute a general obligation of the City.

B. NW 56th Street South Improvements. The City has agreed that the NW 56th Street South Improvements are Arterial Street Impact Facility Improvements under the definitions of LMC Chapter 27.82. As such, the City agrees to reimburse Developer for the actual costs incurred by Developer in designing and constructing the NW 56th Street South Improvements. The City agrees to direct arterial street impact fees generated from the private development of the

Directed Impact Fee Areas toward reimbursement of said costs at such time as said funds become available to the City. Said reimbursement shall be paid quarterly from impact fees actually received. The City also agrees, within thirty (30) days of receipt of satisfactory invoices and supporting documentation for said costs, to pay the Developer the difference between the actual costs of the NW 56th Street South Improvements and the amount anticipated to be reimbursed through directed arterial street impact fees collected within the remaining undeveloped Directed Impact Fee Areas.

8. Engineering Services. Paragraph 21 of the Agreement is deleted and replaced in its entirety with the following:

The City agrees that the uniform procedure for the selection of professional consultants set forth in Executive Order No. 80199 dated October 9, 2007 need not be utilized to select the School's engineer to design the West Holdrege Street Project Improvements, the NW 48th Street Traffic Signals, and the West Holdrege Street Water Line to be installed by the School. The School's engineer has performed preliminary design work and continuing utilization of the School's engineer will avoid delay, inefficiencies, lack of coordination, and duplication of effort. Notwithstanding the above, the School agrees that, in order for School's engineer design costs to be reimbursable, the compensation to be paid for such services must be approved the City's Department of Transportation & Utilities.


9. Amendments. This Amendment may only be amended or modified in writing signed by the Parties to this Amendment.

10. Other Terms. All other terms and conditions not changed, modified or inconsistent with the terms and conditions of this Amendment remain in full force and effect.

“DEVELOPER”

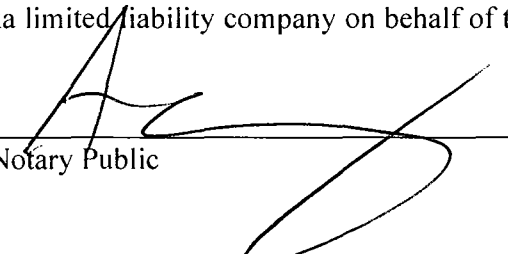
RINGNECK DEVELOPMENT, LLC,
A Nebraska limited liability company

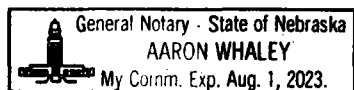
By: Midwest First Financial, Inc.,
a Nebraska corporation, Manager

By: 
Title: President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

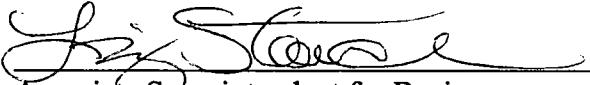
The foregoing instrument was acknowledged before me this 16 day of March, 2020, by William B. Preston, President of Midwest First Financial, Inc., a Nebraska corporation, Manager of Ringneck Development, LLC, a Nebraska limited liability company on behalf of the limited liability company.


Notary Public



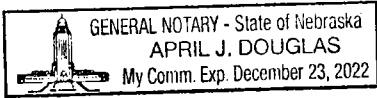
“SCHOOL”

LANCASTER COUNTY SCHOOL
DISTRICT 0001, a/k/a LINCOLN PUBLIC
SCHOOLS,
a public school district and political
subdivision of the State of Nebraska,

By: 
Title: Associate Superintendent for Business
Affairs

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 16 day of March,
2020, by Liz Standish, Associate Superintendent for Business Affairs for and on behalf of
Lancaster County School District 0001, a/k/a Lincoln Public Schools, a public school district and
political subdivision of the State of Nebraska.




Notary Public

Exhibit "C-1"
Annexed Property Legal Description

A TRACT OF LAND COMPOSED OF A PORTION OF THE WEST ONE HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., A PORTION OF LOT 69 I.T., AND A PORTION OF LOT 70 I.T., ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 10 NORTH, RANGE 6 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 19, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M.; THENCE WESTERLY ON THE NORTH LINE OF SAID NORTHWEST QUARTER ON AN ASSUMED BEARING OF N89°54'57"W, A DISTANCE OF 614.66' TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH LINE OF LOT 70 I.T.; THENCE S00°05'03"W, A DISTANCE OF 195.42' TO A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 26°04'22", A RADIUS OF 416.50', AN ARC LENGTH OF 189.53', A CHORD LENGTH OF 187.90', A TANGENT LENGTH OF 96.44', AND A CHORD BEARING OF S13°07'14"W, TO A POINT OF REVERSE CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 26°04'22", A RADIUS OF 967.00', AN ARC LENGTH OF 440.04', A CHORD LENGTH OF 436.25', A TANGENT LENGTH OF 223.90', AND A CHORD BEARING OF S13°07'14"W TO A POINT; THENCE S00°05'03"W, A DISTANCE OF 201.06' TO A POINT; THENCE S89°37'51"E, A DISTANCE OF 619.27' TO AN EAST CORNER OF LOT 70 I.T., SAID POINT BEING A WEST RIGHT-OF-WAY CORNER OF NORTHWEST 48TH STREET; THENCE S00°23'29"W, ON AN EAST LINE OF SAID LOT 70 I.T., SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 135.00' TO AN EAST CORNER OF SAID LOT 70 I.T., SAID POINT BEING A WEST CORNER OF SAID RIGHT-OF-WAY; THENCE S89°37'59"E, ON A NORTH LINE OF SAID LOT 70 I.T., SAID LINE BEING A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 26.33' TO AN EAST CORNER OF SAID LOT 70 I.T., SAID POINT BEING A WEST CORNER OF SAID RIGHT-OF-WAY; THENCE S00°30'15"W, ON AN EAST LINE OF SAID LOT 70 I.T., SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 149.72' TO AN EAST CORNER OF SAID LOT 70 I.T., SAID POINT BEING A WEST CORNER OF SAID RIGHT-OF-WAY; THENCE S03°20'50"W, ON A EAST LINE OF SAID LOT 70 I.T., AND ON THE EAST LINE OF LOT 69 I.T., SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 100.15' TO AN EAST CORNER OF SAID LOT 69 I.T., SAID POINT BEING A WEST CORNER OF SAID RIGHT-OF-WAY; THENCE S02°33'03"W, ON AN EAST LINE OF SAID LOT 69 I.T., SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 648.76' TO AN EAST CORNER OF SAID LOT 69 I.T., SAID POINT BEING A WEST CORNER OF SAID RIGHT-OF-WAY; THENCE N89°37'59"W, ON A SOUTH LINE OF SAID LOT 69 I.T., SAID LINE BEING A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 16.19' TO AN EAST CORNER OF SAID LOT 69 I.T., SAID POINT BEING A WEST CORNER OF SAID RIGHT-OF-WAY; THENCE S00°29'34"W, ON AN EAST LINE OF SAID LOT 69 I.T., SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 53.63' TO A POINT; THENCE N89°37'51"W, A DISTANCE OF 914.94' TO A

POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 15°59'18", A RADIUS OF 500.00', AN ARC LENGTH OF 139.52', A CHORD LENGTH OF 139.07', A TANGENT LENGTH OF 70.22', AND A CHORD BEARING OF S82°22'30"W, TO A POINT; THENCE S74°22'51"W, A DISTANCE OF 37.64' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 41°16'27", A RADIUS OF 600.00', AN ARC LENGTH OF 432.22', A CHORD LENGTH OF 422.94', A TANGENT LENGTH OF 225.97', AND A CHORD BEARING OF S53°44'37"W, TO A POINT OF REVERSE CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 32°57'27", A RADIUS OF 600.00', AN ARC LENGTH OF 345.13', A CHORD LENGTH OF 340.39', A TANGENT LENGTH OF 177.49', AND A CHORD BEARING OF S49°35'07"W TO A POINT; THENCE N00°27'38"E, A DISTANCE OF 2,358.64' TO A POINT; THENCE N21°26'16"W, A DISTANCE OF 213.45' TO A POINT; THENCE N00°05'03"E, ON A DISTANCE OF 33.00' TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE S89°54'57"E, ON A NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1,298.53' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 3,171,552.25 SQUARE FEET OR 72.81 ACRES, MORE OR LESS.

Exhibit "G-1"

School Site Location

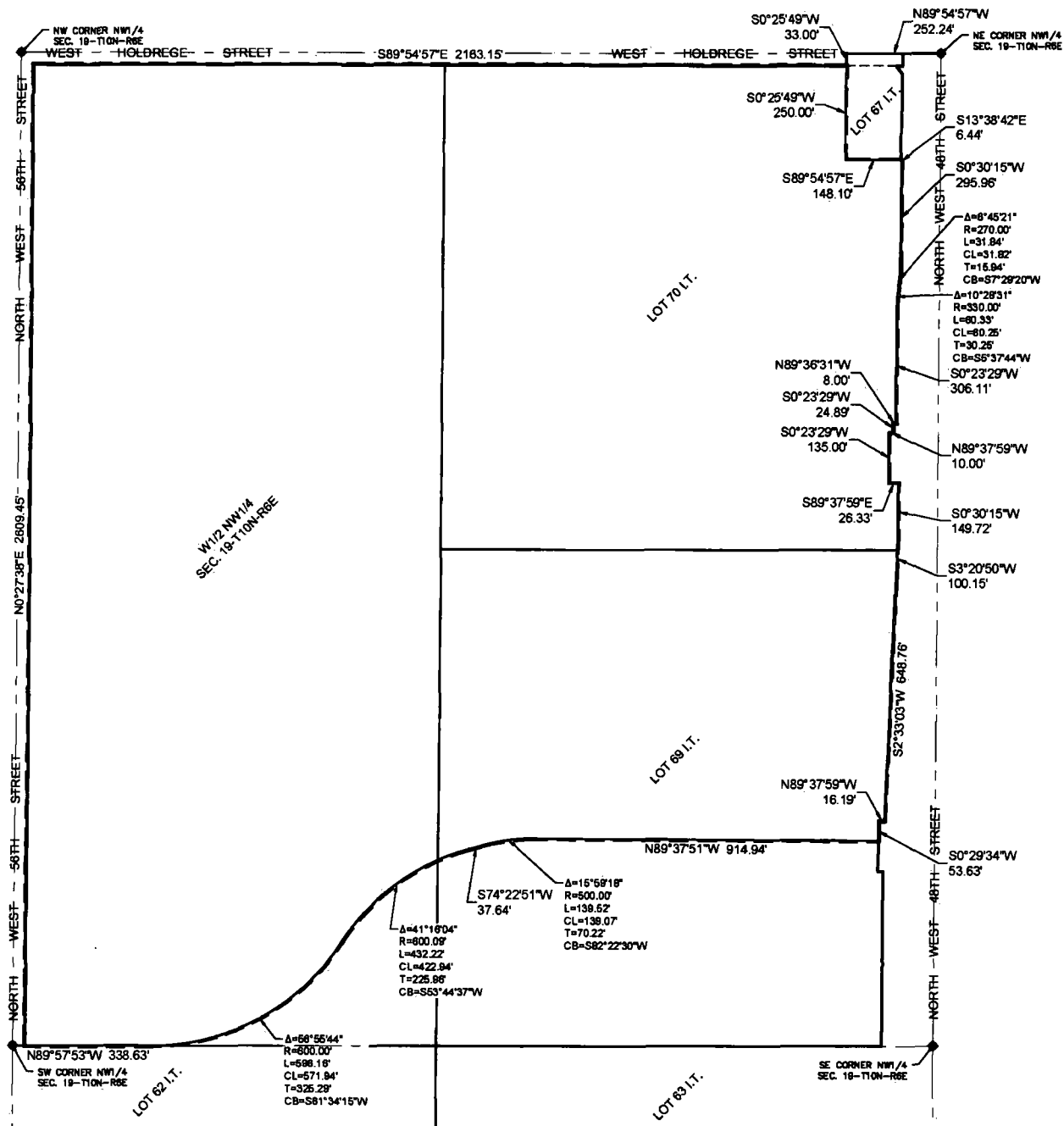


Exhibit "G-1"
School Site Legal Description

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 69 I.T., A PORTION OF LOT 70 I.T., AND A PORTION OF THE WEST ONE HALF OF THE NORTHWEST QUARTER, ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 10 NORTH, RANGE 6 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 19, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M.; THENCE WESTERLY ON THE NORTH LINE OF SAID NORTHWEST QUARTER, ON AN ASSUMED BEARING OF N89°54'57"W, A DISTANCE OF 252.24' TO A POINT; THENCE S00°25'49"W, A DISTANCE OF 33.00' TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF WEST HOLDREGE STREET, SAID POINT BEING ON A EAST LINE OF LOT 70 I.T., SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING S00°25'49"W ON AN EAST LINE OF LOT 70 I.T., A DISTANCE OF 250.00' TO A SOUTH CORNER OF SAID LOT 70 I.T.; THENCE S89°54'57"E, ON A NORTH LINE OF SAID LOT 70 I.T., A DISTANCE OF 148.10' TO AN EAST CORNER OF SAID LOT 70 I.T., SAID POINT BEING ON A WEST RIGHT-OF-WAY LINE OF NORTH WEST 48TH STREET; THENCE S13°38'42"E, ON AN EAST LINE OF SAID LOT 70 I.T., SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 6.44' TO AN EAST CORNER OF SAID LOT 70 I.T.; THENCE S00°30'15"W, ON A EAST LINE OF SAID LOT 70 I.T., SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 295.96' TO AN EAST CORNER OF SAID LOT 70 I.T., SAID POINT BEING A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 06°45'21", A RADIUS OF 270.00', AN ARC LENGTH OF 31.84' ON A EAST LINE OF SAID LOT 70 I.T., SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 31.82', A TANGENT LENGTH OF 15.94', AND A CHORD BEARING OF S07°29'20"W TO AN EAST CORNER OF SAID LOT 70 I.T., SAID POINT BEING A POINT OF REVERSE CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 10°28'31", A RADIUS OF 330.00', AN ARC LENGTH OF 60.33' ON A EAST LINE OF SAID LOT 70 I.T., SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 60.25', A TANGENT LENGTH OF 30.25', AND A CHORD BEARING OF S05°37'44"W TO AN EAST CORNER OF SAID LOT 70 I.T.; THENCE S00°23'29"W, ON AN EAST LINE OF SAID LOT 70 I.T., SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 306.11' TO AN EAST CORNER OF SAID LOT 70 I.T.; THENCE N89°36'31"W, ON A SOUTH LINE OF SAID LOT 70 I.T., SAID LINE BEING A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 8.00' TO A SOUTH CORNER OF SAID LOT 70 I.T.; THENCE S00°23'29"W, ON AN EAST LINE OF SAID LOT 70 I.T., SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 24.89' TO A SOUTH CORNER OF SAID LOT 70 I.T.; THENCE N89°37'59"W, ON A SOUTH LINE OF SAID LOT 70 I.T., SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 10.00' TO AN EAST CORNER OF SAID LOT 70 I.T.; THENCE S00°23'29"W, ON AN EAST LINE OF SAID LOT 70 I.T., SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 135.00' TO AN

EAST CORNER OF SAID LOT 70 I.T.; THENCE S89°37'59"E, ON A NORTH LINE OF SAID LOT 70 I.T., SAID LINE BEING A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 26.33' TO AN EAST CORNER OF SAID LOT 70 I.T.; THENCE S00°30'15"W, ON AN EAST LINE OF SAID LOT 70 I.T., SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 149.72' TO AN EAST CORNER OF SAID LOT 70 I.T.; THENCE S03°20'50"W, ON AN EAST LINE OF SAID LOT 70 I.T., AND ON A EAST LINE OF LOT 69 I.T., SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 100.15' TO AN EAST CORNER OF SAID LOT 69 I.T.; THENCE S02°33'03"W, ON AN EAST LINE OF SAID LOT 69 I.T., SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 648.76' TO AN EAST CORNER OF SAID LOT 69 I.T.; THENCE N89°37'59"W, ON A SOUTH LINE OF SAID LOT 69 I.T., SAID LINE BEING A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 16.19' TO AN EAST CORNER OF SAID LOT 69 I.T.; THENCE S00°29'34"W, ON AN EAST LINE OF SAID LOT 69 I.T., SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 53.63' TO A POINT; THENCE N89°37'51"W, A DISTANCE OF 914.94' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 15°59'18", A RADIUS OF 500.00', AN ARC LENGTH OF 139.52', A CHORD LENGTH OF 139.07', A TANGENT LENGTH OF 70.22', AND A CHORD BEARING OF S82°22'30"W, TO A POINT; THENCE S74°22'51"W, A DISTANCE OF 37.64' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 41°16'04", A RADIUS OF 600.00', AN ARC LENGTH OF 432.22', A CHORD LENGTH OF 422.94', A TANGENT LENGTH OF 225.96', AND A CHORD BEARING OF S53°44'37"W, TO A POINT OF REVERSE CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 56°55'44", A RADIUS OF 600.00', AN ARC LENGTH OF 596.16', A CHORD LENGTH OF 571.94', A TANGENT LENGTH OF 325.29', AND A CHORD BEARING OF S61°34'15"W TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE WEST ONE HALF OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE N89°57'53"W, ON THE SOUTH LINE OF SAID WEST ONE HALF OF THE NORTHWEST QUARTER, A DISTANCE OF 338.63' TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF NORTH WEST 56TH STREET, SAID POINT BEING 33.00' EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE N00°27'38"E, ON THE EAST LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING LOCATED 33.00' EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 2,609.45' TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WEST HOLDREGE STREET, SAID POINT BEING 33.00' SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE S89°54'57"E, ON THE SOUTH RIGHT-OF-WAY LINE OF WEST HOLDREGE STREET, SAID LINE BEING 33.00' SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 2,163.15' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 5,166,371.72 SQUARE FEET OR 118.60 ACRES, MORE OR LESS.

Exhibit "H-1"
Revised Infrastructure Plan – West Holdrege Street Project
(Page 1 of 2)

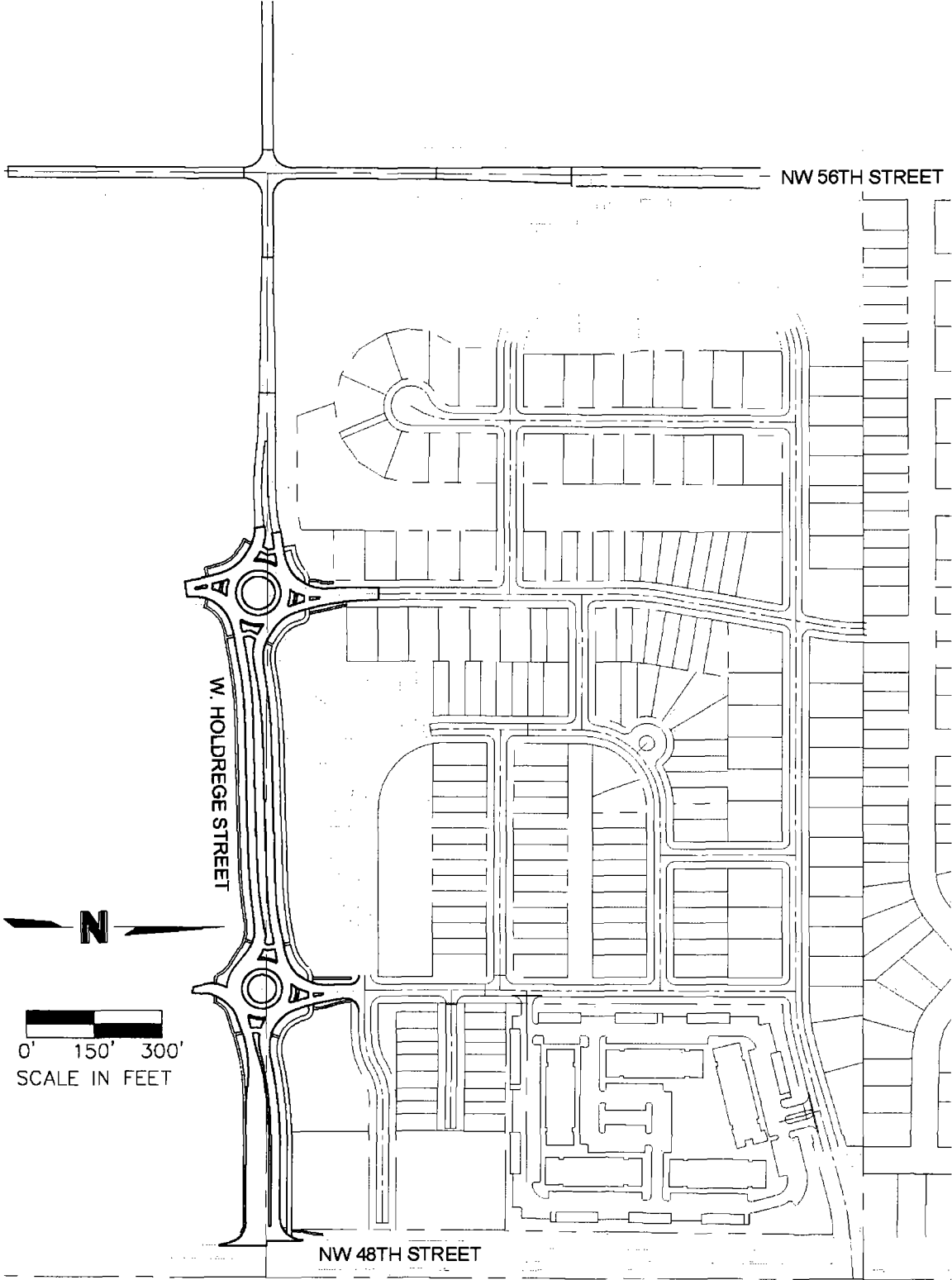
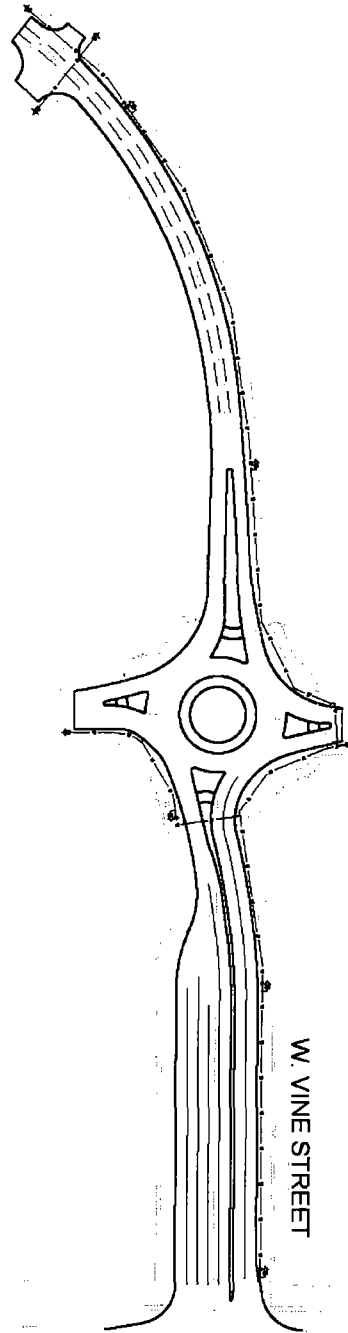
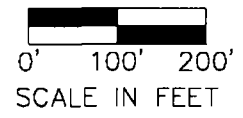


Exhibit "H-1"
Revised Infrastructure Plan – West Vine Street Project
(Page 2 of 2)



NW 48TH STREET

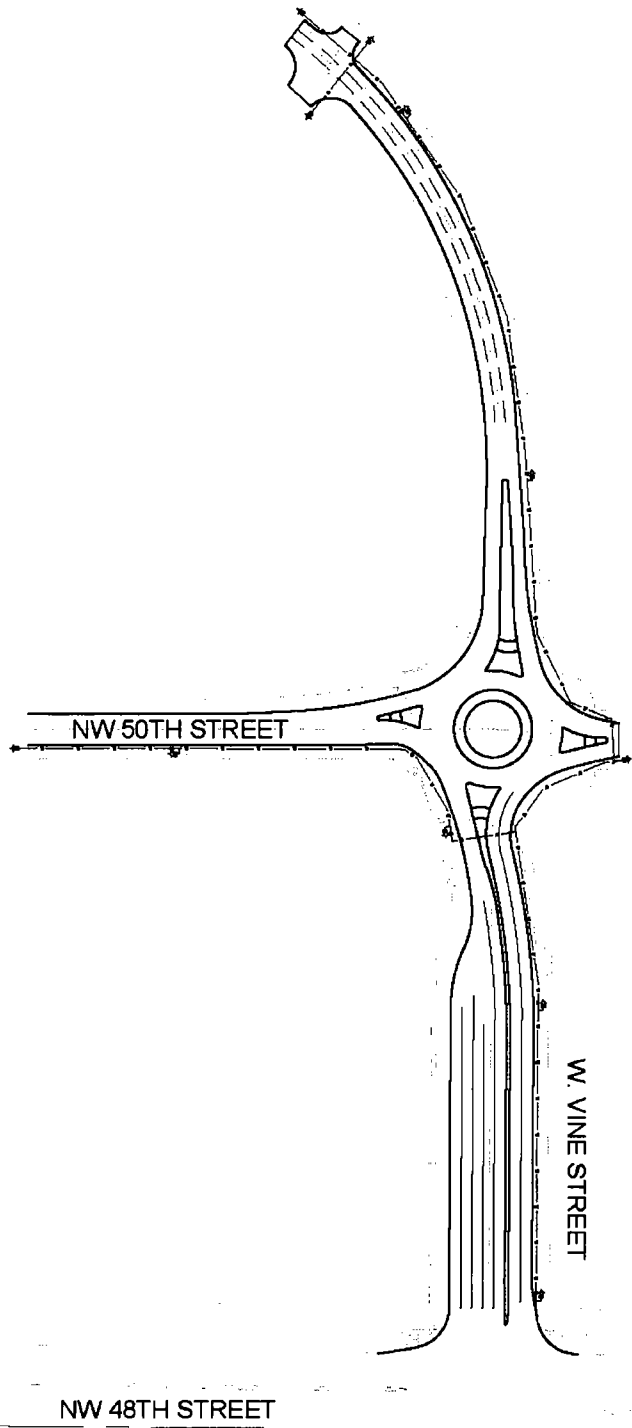
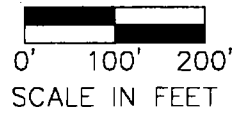


Exhibit "I"
Directed Impact Fee Areas

