



A93230

22R-70

Introduce: 2-14-22

RESOLUTION NO. A- 93230

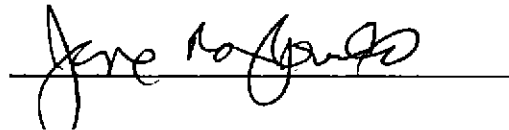
1 BE IT RESOLVED by the City Council of the City of Lincoln, Nebraska:

2 That the Conditional Annexation Agreement for Foxtail Meadows Housing Subdivision  
3 which is attached hereto marked as Attachment "A" and made a part hereof by reference between  
4 the City of Lincoln, and Sofo Housing, LLC., for the development and annexation of approximately  
5 47 acres on the property generally located in the area between South Folsom Street and West  
6 Pioneers Boulevard as set forth in the agreement is hereby approved and the Mayor is authorized  
7 to execute Annexation Agreement on behalf of the City.

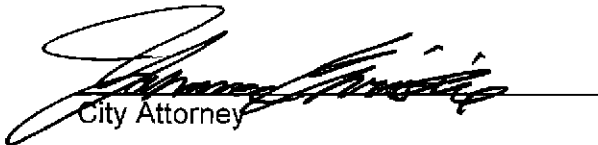
8 BE IT FURTHER RESOLVED that the City Clerk is directed to return one original fully  
9 executed copy of this Agreement to Abigail Littrell, Assistant City Attorney for distribution to Sofo.

10 BE IT FURTHER RESOLVED that the City Clerk is directed to record the Conditional  
11 Annexation Agreement for West Old Cheney Road and South Folsom Street with the Register of  
12 Deeds, filing fees to be paid in advance by Sofo.  
13

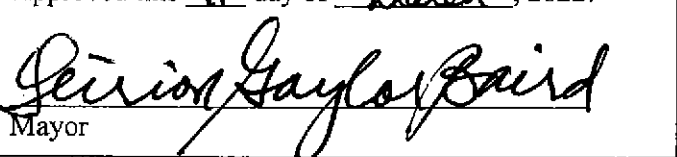
Introduced by:



Approved as to Form & Legality:

  
City Attorney

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

Approved this 11<sup>th</sup> day of March, 2022:  
  
Mayor

**ADOPTED**

**MAR 07 2022**

**BY CITY COUNCIL**

After recording, please return to:

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

**CONDITIONAL ANNEXATION AGREEMENT  
FOR FOXTAIL MEADOWS HOUSING SUBDIVISION**

THIS CONDITIONAL ANNEXATION AGREEMENT FOR SOUTH FOLSOM HOUSING SUBDIVISION (the “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”) and Sofo Housing, LLC, a Nebraska limited liability company (“Sofo Housing”);

- A. Sofo Housing has requested City annex approximately 47 acres of land generally located south of West Pioneers Boulevard and east of South Folsom Street in southwest Lincoln (“Foxtail Meadows Annexation Area”). City has requested the annexation of an additional approximate 14 acres of property north of West Pioneers Blvd. The collective annexation request has been titled AN21011 and is depicted on Exhibit A. The Foxtail Meadows Annexation Area is depicted on: i) Exhibit A-1 which legally describes the Foxtail Meadows Annexation Area; ii) Exhibit A-2 which shows the location of the Foxtail Meadows Annexation Area located south of Pioneers Boulevard and east of South Folsom Street; and ii) Exhibit A-3 which is the aerial photograph of the Foxtail Meadows Annexation Area;
- B. Concurrently with the annexation request, Sofo Housing requests that the City approve a change of zone from the AG Agriculture District to the R-4 residential zoning classification (CZ21055) with a Planned Unit Development (“PUD”) overlay designation. The PUD is designed to permit the development of a relatively small amount of commercial square

footage to provide some neighborhood services for the intended neighborhood and also incorporate the requisite density into the neighborhood permissible under the Design Standards for affordable housing development;

- C. Additionally, the Sofo Housing requests that the City amend its Capital Improvement Plan (“CIP”) to include the construction of a sanitary sewer trunk line to provide sanitary sewer service to the South Folsom Annexation Area in the CIP for FY 2022-2023 improvements to South Folsom and the intersections off South Folsom into the annexation area; and
- D. The Lincoln Coordinated Affordable Housing Action Plan outlines the need in Lincoln for substantial additional housing for low income and moderate income (workforce housing) residents and that the City should participate in affordable housing development to fulfil this need. With up to 650 units of housing targeted to low and moderate income, this annexation and PUD is in furtherance of the Plan.
- E. The City is willing to annex the Foxtail Meadows Annexation Area and approve the change of zone request conditioned on Sofo Housing’s agreement to develop the South Folsom Street Subdivision for affordable and workforce housing opportunities and assist in addressing the impacts of the development of the Foxtail Meadows Annexation Area as provided in the terms and conditions of this Agreement.

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

- 1. **Annexation**. The City agrees to annex the real estate owned or controlled by the Sofo Housing, LLC, as described on Exhibit “A-1” and depicted on Exhibits A-2 and A-3 concurrent to the approval of this Agreement via an ordinance which shall extend the corporate boundaries of the City to include the Foxtail Meadows Annexation Area;
- 2. **Change of Zone**. The City agrees to approve the change of zone for a Planned Unit Development for the Foxtail Meadows Annexation Area areas as follows:
  - A. R-4 District. City agrees to approve CZ21055 rezoning the SoFo Property from AG to R-4.
  - B. **Planned Unit Development**. Sofo Housing seeks approval of a Development Plan as part of the Planned Unit Development sought for the South Folsom Annexation area which shall include:

- i. The approval of the development of not more than 650 dwelling units located in six (6) development areas which shall assist in the phasing of the development and the installation of internal infrastructure for this neighborhood which focuses on the development of workforce housing and affordable housing projects for home ownership opportunities and rental housing opportunities; and
- ii. The approval of commercial development not to exceed 15,000 square feet to provide neighborhood services to the Foxtail Meadows Annexation Area.

3. **Intersection Improvements.**

A. **Design and Construction.** The City and Sofo Housing agree that the Foxtail Meadows development shall require certain intersection improvements, including right and left turn lanes or roundabouts to be installed generally within the right of way for South Folsom Street. (collectively, the “Intersection Improvements”). The Intersection Improvements generally are shown, in schematic form, on Exhibit “B”, attached and incorporated by this reference which reflects the following improvements:

- i. At the 1/8th mile intersection located south of Pioneers Boulevard in the South Folsom Street right of way (“North Entrance”), the improvements shall include a right-turn lane for north bound traffic and a new southbound left-turn lane;
- ii. At the 1/4th mile intersection located south of Pioneers Boulevard in the South Folsom Street right of way (the “Middle Entrance”), the improvements shall include appropriate turn lanes provide full access to and from the Foxtail Meadows Annexation Area; and
- iii. At the ½ mile intersection located south of Pioneers Boulevard in the South Folsom Street right of way (the “South Entrance”), the improvements shall include a new right-turn lane for North bound traffic for a full access intersection and a southbound left-turn lane.
- iv. To the extent that the design of such Intersection Improvements requires the dedication of additional right-of-way to the City to facilitate the construction of such Intersection Improvements, Sofo Housing agrees to dedicate such right-of-way for future roundabouts, on the final plats for the parcels.

B. **Payment.** Sofo Housing recognizes that the City does not have adequate funds on hand to pay the costs of construction of the Intersection Improvements on a timeline that is

consistent with private development of Foxtail Meadows. In part, the shortfall in funding for the Intersection Improvements is a result of the fact that the Arterial Street Impact Fees that will be generated by development of Foxtail Meadows will come in gradually as building permits are approved and private improvements are completed. The amount attributable to Arterial Street Impact Fees to be generated by development of the Property is estimated to be Five Hundred Fifty One Thousand and No/100 Dollars (\$551,000.00) (“Impact Fee Reimbursement Amount”). The Impact Fee Reimbursement Amount under this Agreement shall be reimbursed to the Sofo Housing which further acknowledges and agrees that it is in the best interest of Sofo Housing that the Intersection Improvements be constructed prior to the time the City is projected to accumulate adequate funds to pay for such improvements. Therefore, it is in the best interest of Sofo Housing to contribute financially toward design and construction of the Intersection Improvements, which could also be combined with other sources of funding.

The City agrees and acknowledges that the Intersection Improvements qualify as “arterial street impact fee facility improvements” as that term is defined by Lincoln Municipal Code §27.82.040.

In addition to the Intersection Improvements, the cost of the grading and drainage work associated with the construction of the Intersection Improvements constitute “Impact Fee Facility Improvements” for purposes of LMC § 27.82.040 and the City shall pay for the Impact Fee Facility Improvements.

- C. Conditions of approval for any final plat for the Foxtail Meadows subdivision shall include construction of either the ¼ or ½ mile intersection improvements described in subsection A above to the satisfaction of Lincoln Transportation and Utilities. SoFo shall be entitled to impact fee reimbursement as described paragraph 5 below. City shall make efforts to identify funding sources for intersection improvements in an effort to support SoFos affordable housing activities.

#### **4. Sanitary Sewer**

- A. Sewer Main Extension. The City shall construct its maintrunk sanitary sewer line (“Trunk Line”) from its current termination located at Old Cheney Road and US Highway 77 located south of the Foxtail Meadows Annexation Area to the southern border of the Foxtail Meadows Annexation Area. The City shall, at its cost and

expense, design and construct a sanitary sewer line to connect the South Folsom Annexation Area to the Trunk Line to be located in a route generally depicted and shown on Exhibit “C”, attached hereto and incorporated herein by this reference. Subject to City Council appropriation, City will include the extension of the Trunk Line to the Foxtail Meadows Annexation Area in the Capital Improvement Plan for 2022-2023 to fund the design and construction of the Trunk Line and shall complete construction by December 31, 2023. If Sofo Housing desires to advance the schedule for the construction of the Trunk Line, Sofo Housing may, on the City’s behalf, competitively bid through the City’s Purchasing Division and construct the Trunk Line at its own cost and expense through the City’s Executive Order construction process as part of the final plat process. The City shall be responsible for the design, construction observation/testing and all associated administrative costs of the Trunk Line. In the event that Sofo Housing construct the Trunk Line through the executive order process, the City agrees to reimburse Sofo Housing the cost, without interest, of the Trunk Line constructed by Sofo Housing. Sofo Housing agrees to grant the City easements without additional consideration for the Trunk Line. The city acknowledges that this cost can be considered a firm commitment of Community Contribution from the City of Lincoln for the construction of affordable housing.

- B. Internal Sewer Improvements. Where applicable, Sofo Housing within the boundaries of the Foxtail Meadows Annexation Area, shall design and construct, at its individual cost, the internal sewer lines (collectively, “Internal Sewer Lines”) required to service the Foxtail Meadows Annexation Area in phases. The Internal Sewer Lines shall be constructed pursuant to the City’s Executive Order construction procedure as part of the platting process. Sofo Housing shall be responsible for the cost of constructing a typical 8-inch sanitary sewer line, and the City shall be responsible for all costs attributable to oversizing any Internal Sewer Line with pipe, valves, fittings, and all other accessories that are larger than 8 inches. Notwithstanding the previous sentence, City is responsible for Internal Sewer Lines greater than 8” in diameter that are not tapped by services. If required, the oversized Internal Sewer Lines shall be publicly bid and awarded as provided by law.

5. Water Main

- A. **Internal Water Lines.** Where applicable, Sofo Housing within the boundaries of the Foxtail Meadows Annexation Area, shall design and construct, at its individual cost, the internal water lines (collectively, “Internal Water Lines” and individually “Internal Water Line”) required to service the Foxtail Meadows Annexation Area in phases. The Internal Water Lines shall be constructed pursuant to the City’s Executive Order construction procedure as part of the platting process. Sofo Housing shall be responsible for the cost of constructing the typical 6-inch and/or 8-inch water lines, and the City shall be responsible for all costs attributable to oversizing any Internal Water Line with pipe, valves, fittings, and all other accessories that are larger than the required 6-inch and/or 8-inch lines. If required, the oversized Internal Water Lines shall be publicly bid and awarded as provided by law.
- B. **Water Easements.** At the time of the applicable final platting or upon the earlier request by the City, the Property Owner shall dedicate or convey to the City all temporary and permanent water easements necessary for the construction and operation of the Internal Water Lines, without additional cost or consideration, in conjunction with the construction of such Internal Water Lines as set forth above. Said easements shall be nonexclusive easements; provided that, no permanent building improvements will be permitted to be constructed over the top of said easements.
6. **Impact Fees.** The City acknowledges that per Chapter 27.82.060 of its Municipal Code, a tenant occupied unit which is restricted to rental to a household whose adjusted gross income is 60% or less of the area median income adjusted for household size is entitled to a 100% exemption from all Impact Fees, and that such exemption can be considered a firm commitment of Community Contribution from the City of Lincoln for affordable housing. Concurrent with the building permit application, Sofo Housing will file the appropriate application with the Impact Fee Administrator to show conformance with the Impact Fee Ordinance and if in conformance the waiver shall be granted.
7. **Binding Effect.** This Agreement shall run with the Foxtail Meadows Annexation Area and be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.
8. **Amendments.** This Agreement may only be amended or modified in writing signed by the parties to this Agreement.
9. **Contribution for Rural Fire District.** Sofo Housing understands and acknowledges that the

City may not annex any portion of Foxtail Meadows Annexation Area lying within the boundaries of the Southwest Rural Fire District except by the City assuming and paying that portion of all outstanding obligations of the District which would otherwise constitute an obligation of the portion of Foxtail Meadows Annexation Area being annexed. Sofo Housing desires to have the Sofo Housing Property annexed by the City and therefore agrees to pay the amount which must be paid to the Southeast Rural Fire Protection District in order for the annexation to be complete. The parties anticipate that no payment shall be required.

10. **Further Assurances.** Each party will use reasonable efforts to successfully carry out and complete each task, covenant, and obligation as stated herein. Each of the parties shall cooperate in good faith with the other and shall do any and all acts and execute, acknowledge, and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.
11. **Governing Law.** All aspects of this Agreement shall be governed by the laws of the State of Nebraska. The invalidity of any portion of this Agreement shall not invalidate the remaining provisions.
12. **Interpretations.** Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.
13. **Construction.** Whenever used herein, including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.
14. **Relationship of Parties.** Neither the method of computation of funding or any other provisions contained in this Agreement or any acts of any party shall be deemed or construed by the City, Parcel Owners, or by any third person to create the relationship of partnership or of joint venture or of any association between the parties other than the contractual relationship stated in this Agreement.
15. **Assignment.** In the case of the assignment of this Agreement by any of the parties, prompt written notice shall be given to the other parties who shall, at the time of such notice, be furnished with a duplicate of such assignment by such assignor. Any such assignment shall not terminate the liability of the assignor to perform its obligations hereunder, unless a specific release in writing is given and signed by the other parties to this Agreement.



16. **Default.** The Parcel Owners and City agree that the annexation and change of zone promote the public health, safety, and welfare so long as the Parcel Owners fulfill all of the conditions and responsibilities set forth in this Agreement. In the event the Parcel Owners default in fulfilling any of its covenants and responsibilities as set forth in this Agreement, the City may, in its legislative authority, rezone the rezoned property to its previous designation or such other designations as the City may deem appropriate under the then existing circumstances, or take such other remedies, legal or equitable, which the City may have to enforce this Agreement or to obtain damages for its breach.
17. **Definitions.** For purposes of this Agreement, the words and phrases “cost” or “entire cost” of a type of improvement shall be deemed to include all design and engineering fees, testing expenses, construction costs, publication costs, financing costs, and related miscellaneous costs. For the purpose of this Agreement the words and phrases “building permit”, “development”, “Impact Fee Facility”, “Impact Fee Facility Improvements”, and “site-related improvements” shall have the same meaning as provided for said words and phrases in the Impact Fee Ordinance.
18. **Recordation.** This Agreement or a memorandum thereof shall be filed in the office of the Register of Deeds of Lancaster County, Nebraska at the Parcel Owners’ cost and expense.
19. **Exhibits.** The following Exhibits are attached to this Agreement and incorporated by this reference:
- Exhibit “A” – Location Map of AN 21011 Annexed Area
  - Exhibit “A-1” – Legal Description of Foxtail Meadows Annexation Area
  - Exhibit “A-2” – Location Map of Foxtail Meadows Annexed Area
  - Exhibit “A-3” – Aerial View of Foxtail Meadows Annexed Area
  - Exhibit “B” – Intersection Improvements
  - Exhibit “C” – Sanitary Sewer Improvements

[SIGNATURE PAGES TO FOLLOW]

Dated as of March 11<sup>th</sup>, 2022 by the City.

“CITY”

CITY OF LINCOLN, NEBRASKA, a municipal corporation

By: Leirion Gaylor Baird  
Leirion Gaylor Baird, Mayor

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of March, 2022, by Leirion Gaylor Baird, Mayor of the **City of Lincoln, Nebraska**, a municipal corporation, on behalf of the municipal corporation.



Brandi Lehl

(Seal)

Notary Public

Dated as of April 4, 2022 by Sofo Housing, LLC.

**“Sofa Housing”**

Sofa Housing LLC, a Nebraska limited liability company

By: *Ward F. Hoppe*  
Ward F. Hoppe, Manager

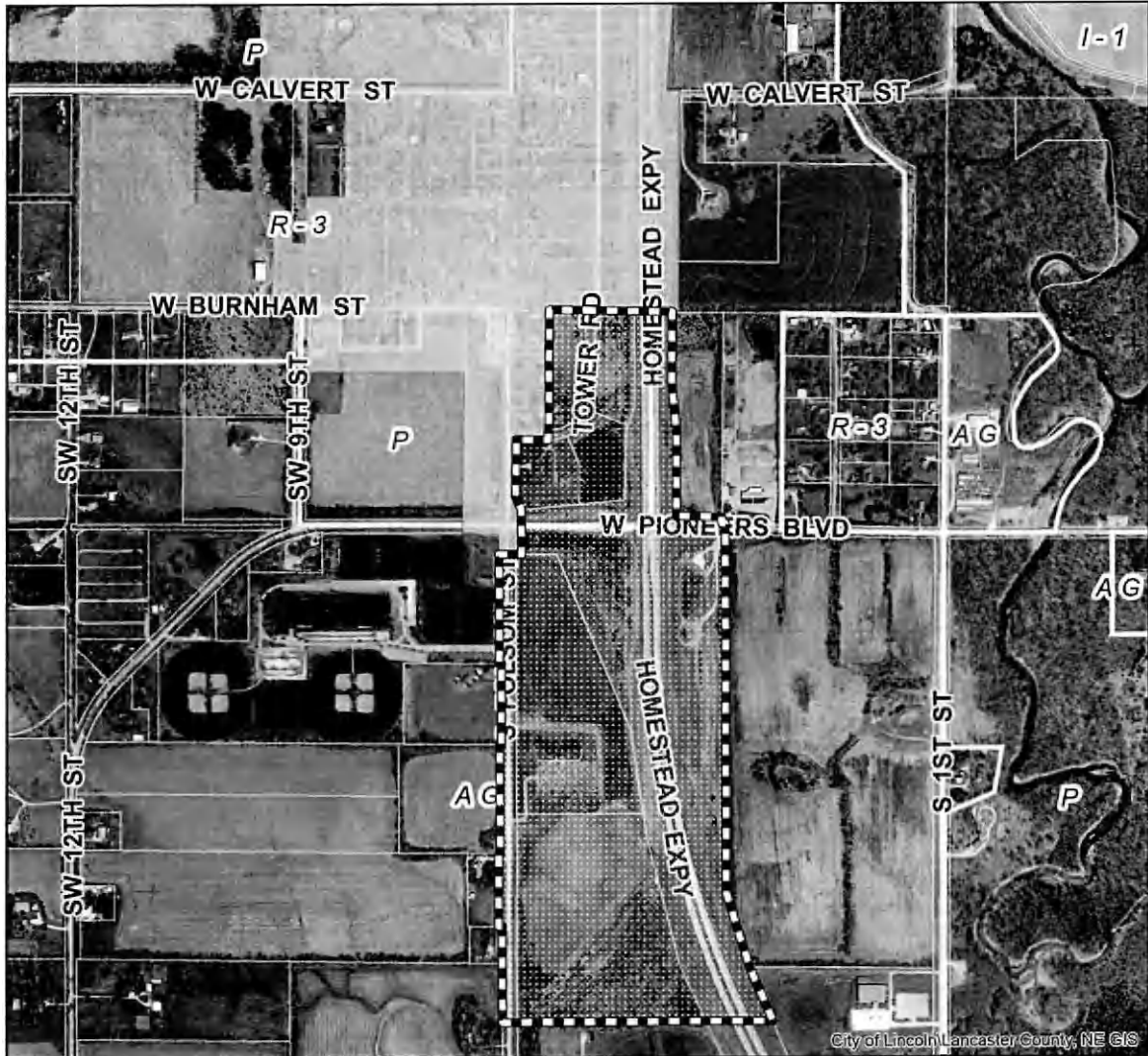
STATE OF NEBRASKA           )  
  ) ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me this 4 day of April, 2022, by Ward F. Hoppe, Manager of Sofo Housing, LLC on behalf of the limited liability company.



*Carly Davis*  
Notary Public

EXHIBIT "A"  
AN21011 Annexation Area



**EXHIBIT "A-1"**

**Foxtail Meadows Annexation Area**

**Legal Description**

Lot 48 and Lot 65, Irregular Tracts, East Half (E½) of Section 10, Township 10 North, Range 6 East, of the 6<sup>th</sup> P.M., Lancaster County, Nebraska

EXHIBIT "A-2"

Location Map of Foxtail Meadows Annexation Area



DISCLAIMER: The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments. If you have questions or comments regarding the data displayed on this map, please email [assessor@lanchester.nh.gov](mailto:assessor@lanchester.nh.gov) and you will be directed to the appropriate department.

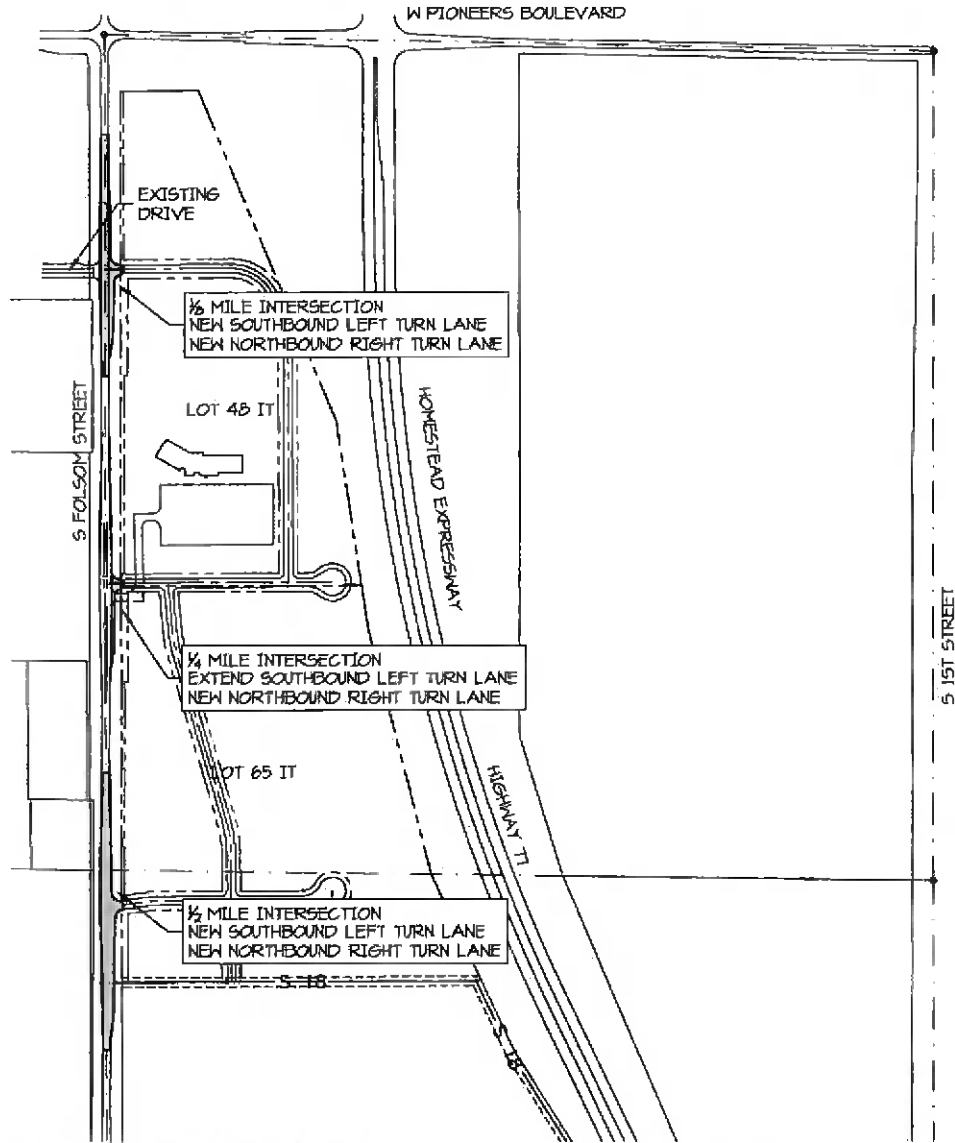
**EXHIBIT "A-3"**

**Aerial View of Foxtail Meadows Annexed Area**



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**EXHIBIT "B"**  
**Intersection Improvements**



**Design Associates**  
of Unsoeld, Inc.   
ARCHITECTS • ENGINEERS • PLANNERS  
PERSHING SQUARE 1609 "N" STREET, LINCOLN, NEBRASKA 68506  
Voice: 402-474-3500 office@daofl.com Fax: 402-474-4045



**FOXTAIL ADDITION  
INTERSECTION IMPROVEMENTS**

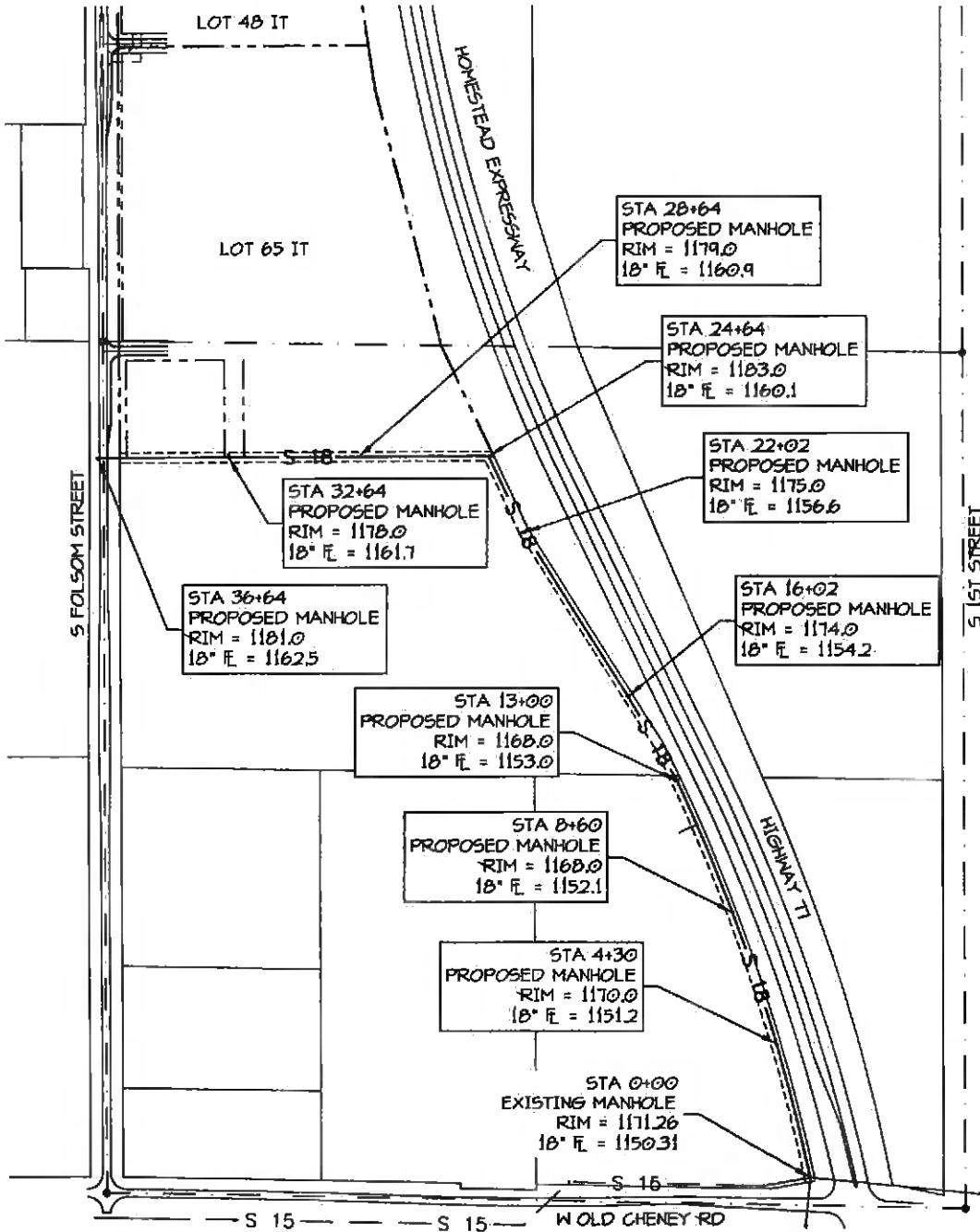
SCALE: 1" = 400'

9 FEB 2022



# EXHIBIT "C"

## Sanitary Sewer Improvements



**Design Associates**  
 of Lincoln, Inc.  
 ARCHITECTS • ENGINEERS • PLANNERS

PERSHING SQUARE 1809 M STREET LINCOLN NEBRASKA 68508  
 Voice: 402-474-3000 office@DofLincoln.com Fax: 402-474-4046

**SOFO WASTEWATER IMPROVEMENTS**

SCALE: 1" = 400'

4 NOV 2021

Inst # 2022015286 Thu Apr 07 13:11:20 CDT 2022  
Filing Fee: \$106.00  
Lancaster County, NE Assessor/Register of Deeds Office ANNEX  
Pages 17

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

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3. **Intersection Improvements.**

- A. **Design and Construction.** The City and Sofo Housing agree that the Foxtail Meadows development shall require certain intersection improvements, including right and left turn lanes or roundabouts to be installed generally within the right of way for South Folsom Street. (collectively, the "Intersection Improvements"). The Intersection Improvements generally are shown, in schematic form, on Exhibit "B", attached and incorporated by this reference which reflects the following improvements:
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  - ii. At the 1/4th mile intersection located south of Pioneers Boulevard in the South Folsom Street right of way (the "Middle Entrance"), the improvements shall include appropriate turn lanes provide full access to and from the Foxtail Meadows Annexation Area; and
  - iii. At the 1/2 mile intersection located south of Pioneers Boulevard in the South Folsom Street right of way (the "South Entrance"), the improvements shall include a new right-turn lane for North bound traffic for a full access intersection and a southbound left-turn lane.
  - iv. To the extent that the design of such Intersection Improvements requires the dedication of additional right-of-way to the City to facilitate the construction of such Intersection Improvements, Sofo Housing agrees to dedicate such right-of-way for future roundabouts, on the final plats for the parcels.
- B. **Payment.** Sofo Housing recognizes that the City does not have adequate funds on hand to pay the costs of construction of the Intersection Improvements on a timeline that is

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- A. **Sewer Main Extension.** The City shall construct its maintrunk sanitary sewer line ("Trunk Line") from its current termination located at Old Cheney Road and US Highway 77 located south of the Foxtail Meadows Annexation Area to the southern border of the Foxtail Meadows Annexation Area. The City shall, at its cost and

expense, design and construct a sanitary sewer line to connect the South Folsom Annexation Area to the Trunk Line to be located in a route generally depicted and shown on Exhibit "C", attached hereto and incorporated herein by this reference. Subject to City Council appropriation, City will include the extension of the Trunk Line to the Foxtail Meadows Annexation Area in the Capital Improvement Plan for 2022-2023 to fund the design and construction of the Trunk Line and shall complete construction by December 31, 2023. If Sofo Housing desires to advance the schedule for the construction of the Trunk Line, Sofo Housing may, on the City's behalf, competitively bid through the City's Purchasing Division and construct the Trunk Line at its own cost and expense through the City's Executive Order construction process as part of the final plat process. The City shall be responsible for the design, construction observation/testing and all associated administrative costs of the Trunk Line. In the event that Sofo Housing construct the Trunk Line through the executive order process, the City agrees to reimburse Sofo Housing the cost, without interest, of the Trunk Line constructed by Sofo Housing. Sofo Housing agrees to grant the City easements without additional consideration for the Trunk Line. The city acknowledges that this cost can be considered a firm commitment of Community Contribution from the City of Lincoln for the construction of affordable housing.

- B. Internal Sewer Improvements. Where applicable, Sofo Housing within the boundaries of the Foxtail Meadows Annexation Area, shall design and construct, at its individual cost, the internal sewer lines (collectively, "Internal Sewer Lines") required to service the Foxtail Meadows Annexation Area in phases. The Internal Sewer Lines shall be constructed pursuant to the City's Executive Order construction procedure as part of the platting process. Sofo Housing shall be responsible for the cost of constructing a typical 8-inch sanitary sewer line, and the City shall be responsible for all costs attributable to oversizing any Internal Sewer Line with pipe, valves, fittings, and all other accessories that are larger than 8 inches. Notwithstanding the previous sentence, City is responsible for Internal Sewer Lines greater than 8" in diameter that are not tapped by services. If required, the oversized Internal Sewer Lines shall be publicly bid and awarded as provided by law.

5. Water Main

- A. Internal Water Lines. Where applicable, Sofo Housing within the boundaries of the Foxtail Meadows Annexation Area, shall design and construct, at its individual cost, the internal water lines (collectively, "Internal Water Lines" and individually "Internal Water Line") required to service the Foxtail Meadows Annexation Area in phases. The Internal Water Lines shall be constructed pursuant to the City's Executive Order construction procedure as part of the platting process. Sofo Housing shall be responsible for the cost of constructing the typical 6-inch and/or 8-inch water lines, and the City shall be responsible for all costs attributable to oversizing any Internal Water Line with pipe, valves, fittings, and all other accessories that are larger than the required 6-inch and/or 8-inch lines. If required, the oversized Internal Water Lines shall be publicly bid and awarded as provided by law.
- B. Water Easements. At the time of the applicable final platting or upon the earlier request by the City, the Property Owner shall dedicate or convey to the City all temporary and permanent water easements necessary for the construction and operation of the Internal Water Lines, without additional cost or consideration, in conjunction with the construction of such Internal Water Lines as set forth above. Said easements shall be nonexclusive easements; provided that, no permanent building improvements will be permitted to be constructed over the top of said easements.
6. Impact Fees. The City acknowledges that per Chapter 27.82.060 of its Municipal Code, a tenant occupied unit which is restricted to rental to a household whose adjusted gross income is 60% or less of the area median income adjusted for household size is entitled to a 100% exemption from all Impact Fees, and that such exemption can be considered a firm commitment of Community Contribution from the City of Lincoln for affordable housing. Concurrent with the building permit application, Sofo Housing will file the appropriate application with the Impact Fee Administrator to show conformance with the Impact Fee Ordinance and if in conformance the waiver shall be granted.
7. Binding Effect. This Agreement shall run with the Foxtail Meadows Annexation Area and be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.
8. Amendments. This Agreement may only be amended or modified in writing signed by the parties to this Agreement.
9. Contribution for Rural Fire District. Sofo Housing understands and acknowledges that the

City may not annex any portion of Foxtail Meadows Annexation Area lying within the boundaries of the Southwest Rural Fire District except by the City assuming and paying that portion of all outstanding obligations of the District which would otherwise constitute an obligation of the portion of Foxtail Meadows Annexation Area being annexed. Sofo Housing desires to have the Sofo Housing Property annexed by the City and therefore agrees to pay the amount which must be paid to the Southeast Rural Fire Protection District in order for the annexation to be complete. The parties anticipate that no payment shall be required.

10. **Further Assurances.** Each party will use reasonable efforts to successfully carry out and complete each task, covenant, and obligation as stated herein. Each of the parties shall cooperate in good faith with the other and shall do any and all acts and execute, acknowledge, and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.
11. **Governing Law.** All aspects of this Agreement shall be governed by the laws of the State of Nebraska. The invalidity of any portion of this Agreement shall not invalidate the remaining provisions.
12. **Interpretations.** Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.
13. **Construction.** Whenever used herein, including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.
14. **Relationship of Parties.** Neither the method of computation of funding or any other provisions contained in this Agreement or any acts of any party shall be deemed or construed by the City, Parcel Owners, or by any third person to create the relationship of partnership or of joint venture or of any association between the parties other than the contractual relationship stated in this Agreement.
15. **Assignment.** In the case of the assignment of this Agreement by any of the parties, prompt written notice shall be given to the other parties who shall, at the time of such notice, be furnished with a duplicate of such assignment by such assignor. Any such assignment shall not terminate the liability of the assignor to perform its obligations hereunder, unless a specific release in writing is given and signed by the other parties to this Agreement.



16. **Default.** The Parcel Owners and City agree that the annexation and change of zone promote the public health, safety, and welfare so long as the Parcel Owners fulfill all of the conditions and responsibilities set forth in this Agreement. In the event the Parcel Owners default in fulfilling any of its covenants and responsibilities as set forth in this Agreement, the City may, in its legislative authority, rezone the rezoned property to its previous designation or such other designations as the City may deem appropriate under the then existing circumstances, or take such other remedies, legal or equitable, which the City may have to enforce this Agreement or to obtain damages for its breach.
17. **Definitions.** For purposes of this Agreement, the words and phrases “cost” or “entire cost” of a type of improvement shall be deemed to include all design and engineering fees, testing expenses, construction costs, publication costs, financing costs, and related miscellaneous costs. For the purpose of this Agreement the words and phrases “building permit”, “development”, “Impact Fee Facility”, “Impact Fee Facility Improvements”, and “site-related improvements” shall have the same meaning as provided for said words and phrases in the Impact Fee Ordinance.
18. **Recordation.** This Agreement or a memorandum thereof shall be filed in the office of the Register of Deeds of Lancaster County, Nebraska at the Parcel Owners’ cost and expense.
19. **Exhibits.** The following Exhibits are attached to this Agreement and incorporated by this reference:
- Exhibit “A” – Location Map of AN 21011 Annexed Area
  - Exhibit “A-1” – Legal Description of Foxtail Meadows Annexation Area
  - Exhibit “A-2” – Location Map of Foxtail Meadows Annexed Area
  - Exhibit “A-3” – Aerial View of Foxtail Meadows Annexed Area
  - Exhibit “B” – Intersection Improvements
  - Exhibit “C” – Sanitary Sewer Improvements

[SIGNATURE PAGES TO FOLLOW]

Dated as of March 11<sup>th</sup>, 2022 by the City.

“CITY”

CITY OF LINCOLN, NEBRASKA, a municipal  
corporation

By: Leirion Gaylor Baird  
Leirion Gaylor Baird, Mayor

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of March, 2022,  
by Leirion Gaylor Baird, Mayor of the **City of Lincoln, Nebraska**, a municipal corporation, on  
behalf of the municipal corporation.



Brandi Lehl

(Seal)

Notary Public

Dated as of April 4, 2022 by Sofo Housing, LLC.

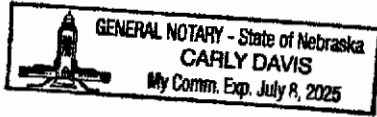
**“Sofa Housing”**

Sofa Housing LLC, a Nebraska limited liability company

By: *Ward F. Hoppe*  
Ward F. Hoppe, Manager

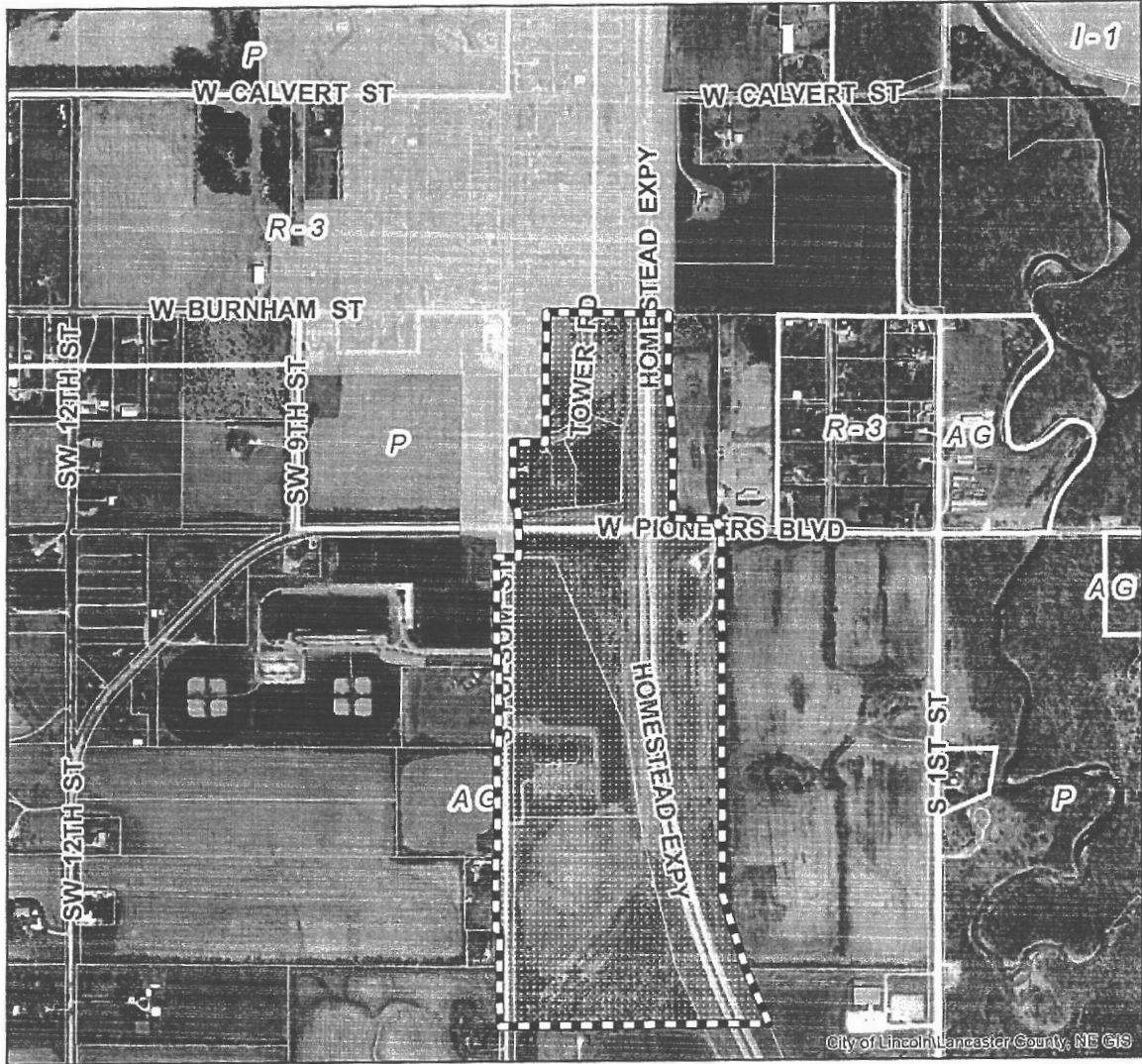
STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me this 4 day of April, 2022, by Ward F. Hoppe, Manager of Sofo Housing, LLC on behalf of the limited liability company.



*Carly Davis*  
Notary Public

EXHIBIT "A"  
AN21011 Annexation Area



**EXHIBIT "A-1"**

**Foxtail Meadows Annexation Area**

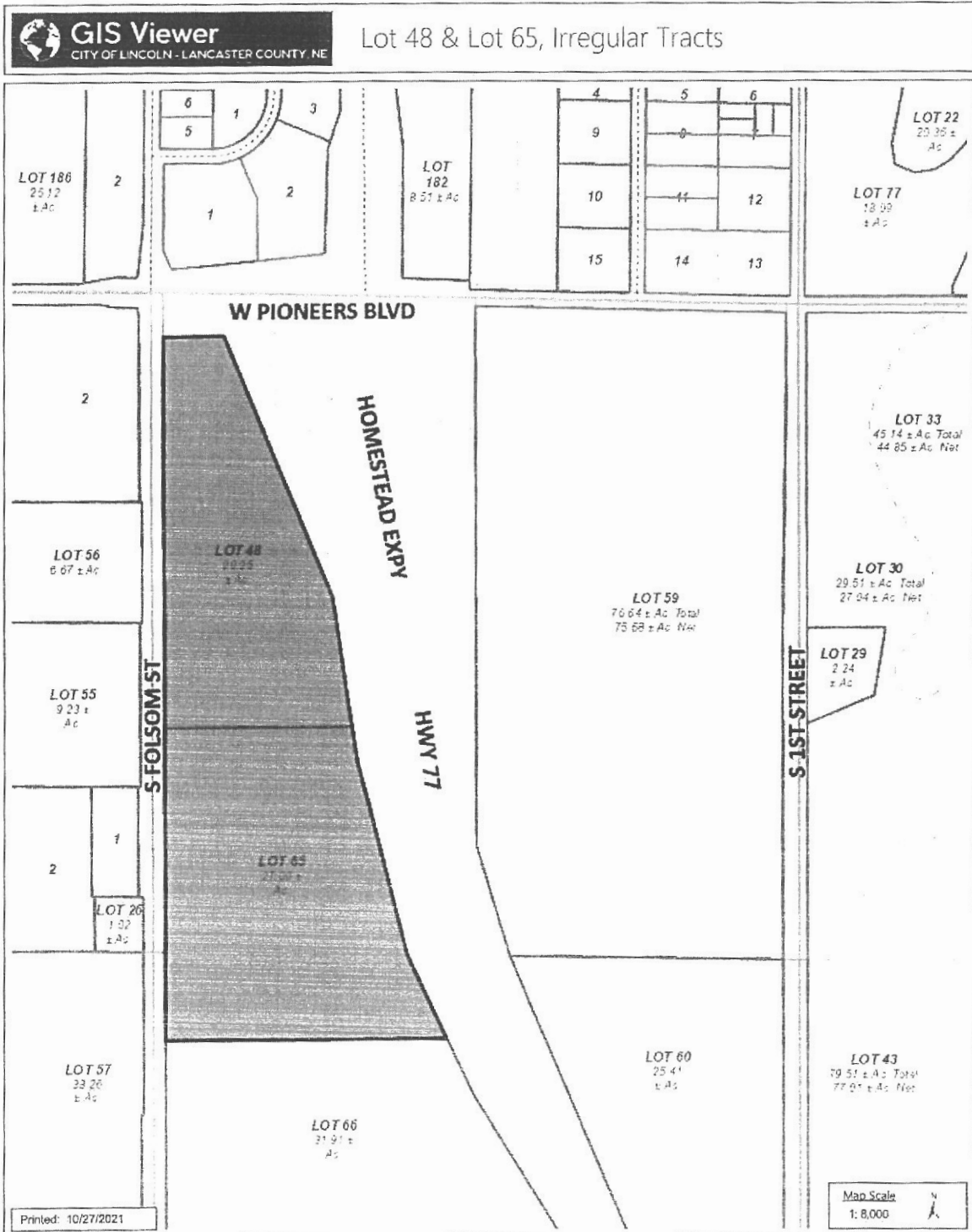
**Legal Description**

*JK*

Lot 48 and Lot 65, Irregular Tracts, East Half (E½) of Section 10, Township 10 North, Range 6 East, of the 6<sup>th</sup> P.M., Lancaster County, Nebraska

EXHIBIT "A-2"

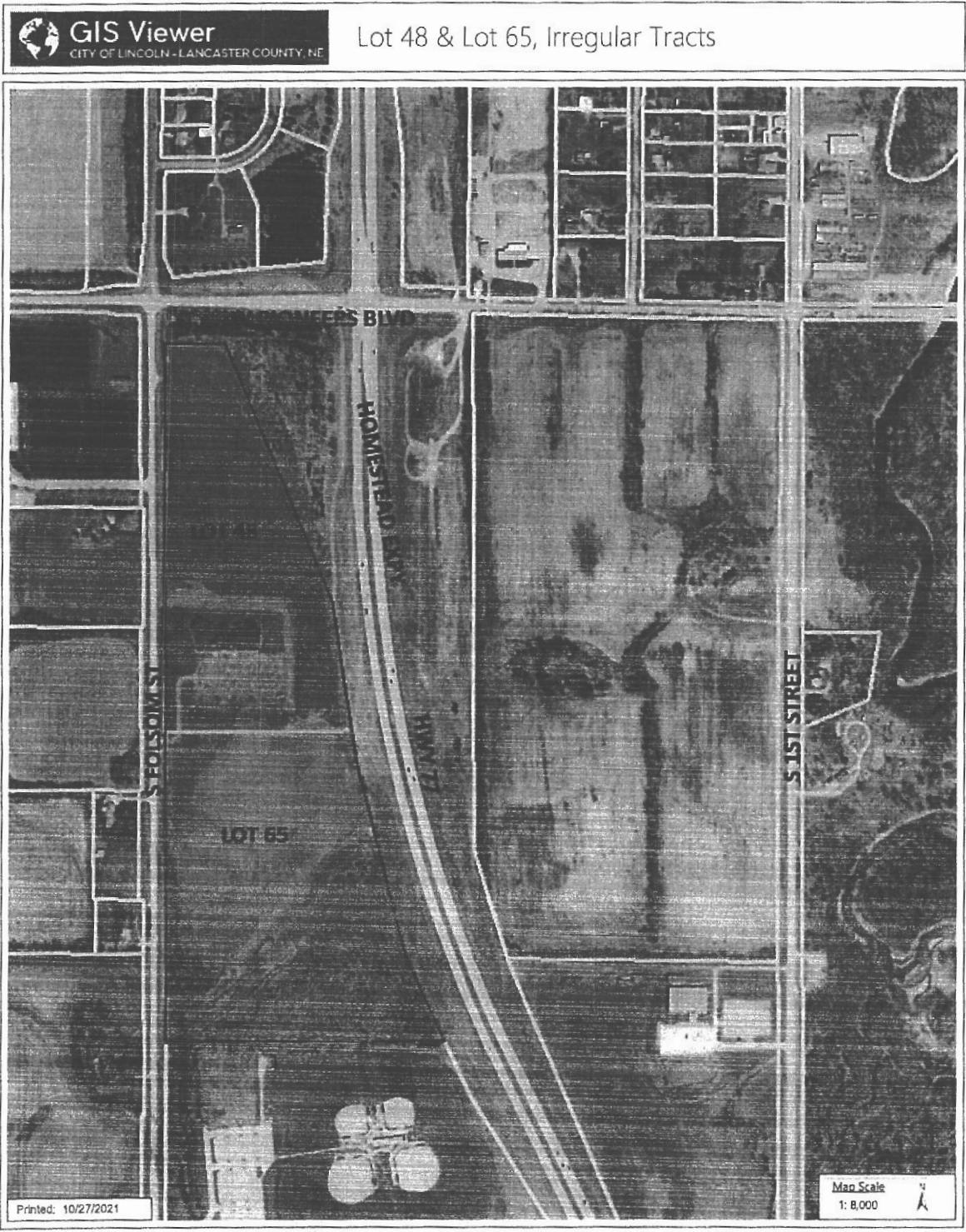
Location Map of Foxtail Meadows Annexation Area



DISCLAIMER: The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments. If you have questions or comments regarding the data displayed on this map, please email [assessor@lancaster.ne.gov](mailto:assessor@lancaster.ne.gov) and you will be directed to the appropriate department.

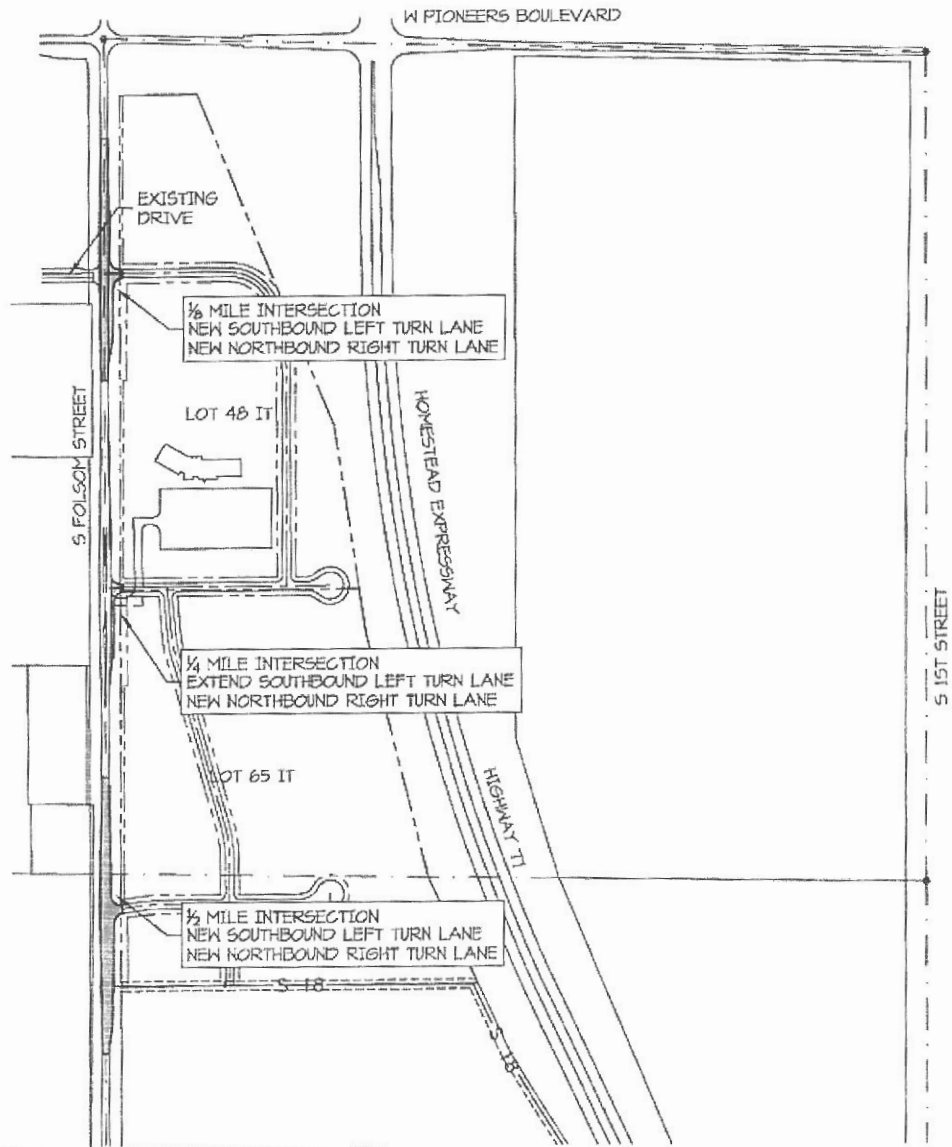
EXHIBIT "A-3"

Aerial View of Foxtail Meadows Annexed Area



DISCLAIMER: The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments. If you have questions or comments regarding the data displayed on this map, please email [assessor@lancaster.ne.gov](mailto:assessor@lancaster.ne.gov) and you will be directed to the appropriate department.

**EXHIBIT "B"**  
**Intersection Improvements**



**Design Associates**   
of Lincoln, Inc.  
ARCHITECTS • ENGINEERS • PLANNERS

PERSHING SQUARE 1609 "N" STREET LINCOLN NEBRASKA 68503  
Voice: 402-474-3000 office@DAofLincoln.com Fax: 402-474-4045



**FOXTAIL ADDITION**  
**INTERSECTION IMPROVEMENTS**

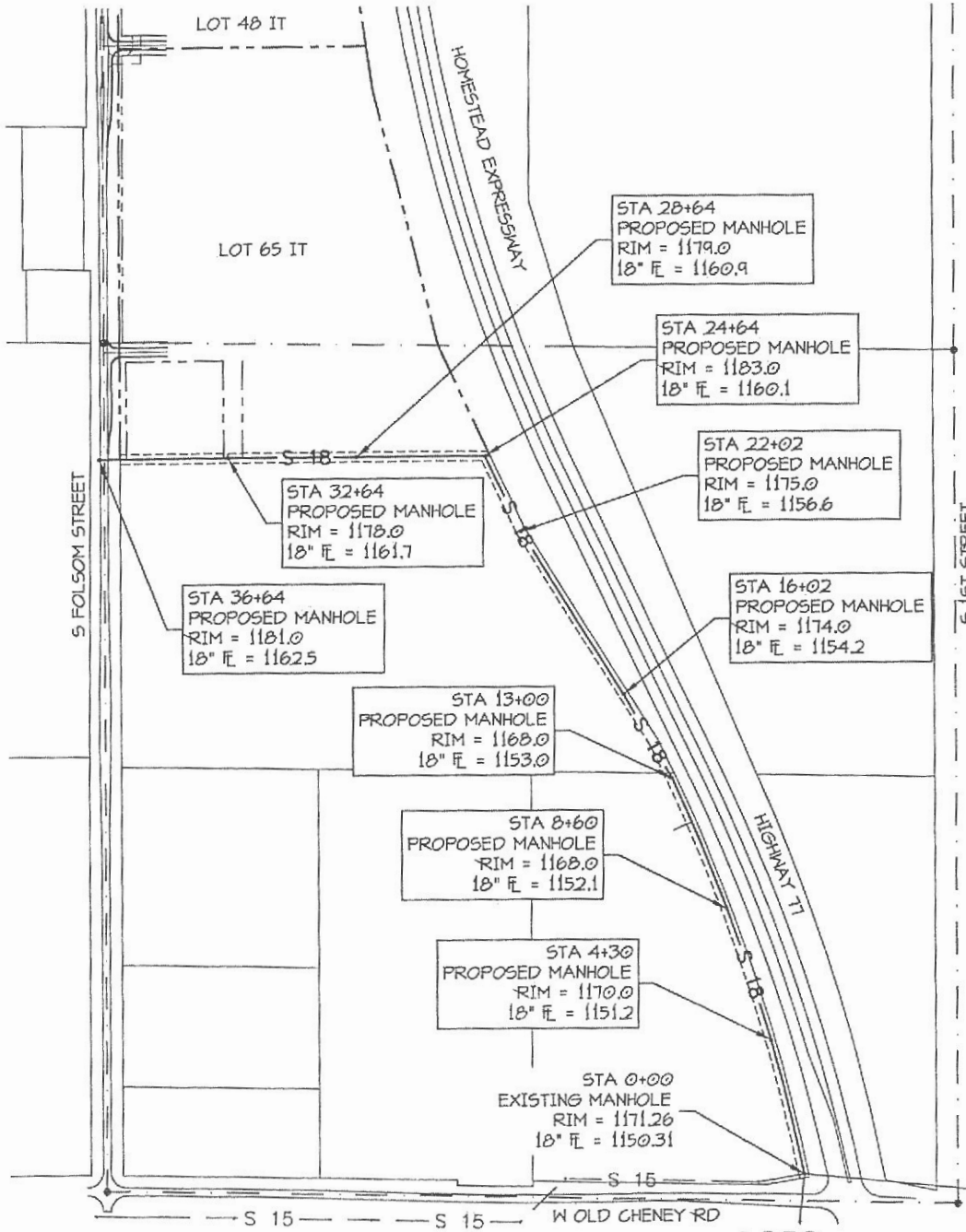
SCALE: 1" = 400'

9 FEB 2022



EXHIBIT "C"

Sanitary Sewer Improvements



**Design Associates**  
of Lincoln, Inc.  
ARCHITECTS • ENGINEERS • PLANNERS  
PERSHING SQUARE 1609 "N" STREET LINCOLN NEBRASKA 68508  
Voice: 402-474-3000 office@DAofLincoln.com Fax: 402-474-4045

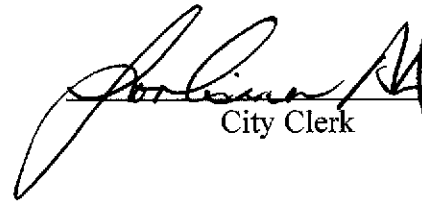
**SOFO  
WASTEWATER  
IMPROVEMENTS**  
SCALE: 1" = 400'  
4 NOV 2021

# CERTIFICATE

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

I, Soulinnee Phan, City Clerk of the City of Lincoln, Nebraska, do hereby certify that the above and foregoing is a true and correct copy of the Annexation Agreement between the City and SOFO Housing, LLC, for the annexation of property generally located in the area between South Folsom Street and West Pioneers Boulevard as approved by Resolution A-93230 by the Lincoln City Council on March 7, 2022, as the original appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City of Lincoln, Nebraska, on the 21<sup>st</sup> day of March, 2022.

  
City Clerk

