

RESOLUTION NO. A- **95796**

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

2 That the Conditional Annexation and Change of Zone Agreement for Redtail Heights
3 which is attached hereto, marked as Attachment "A", and made a part hereof by reference, between
4 the City of Lincoln, Nebraska, and Redtail Heights, LLC, ("Owner") for annexing the property
5 generally located northeast of S. 98th Street and Pine Lake Road, re-zoning the property from AG
6 Agricultural District to R-3 Residential District Planned Unit Development, as set forth in the
7 Agreement, is hereby approved and the Mayor is authorized to execute the Conditional Annexation
8 and Change of Zone Agreement for the City, and the Mayor is authorized to execute the same and
9 any necessary amendments thereto on behalf of the City of Lincoln.

10 BE IT RESOLVED that the City Clerk is directed to return one fully-executed copy of this
11 Agreement to Jacob Schlange, for distribution to the Owner.

12 BE IT FURTHER RESOLVED that the City Clerk is directed to file the Conditional
13 Annexation and Change of Zone Agreement for Redtail Heights with the Lancaster County
14 Register of Deeds with the recording fees to be paid in advance by the Owner.

15 BE IT FURTHER RESOLVED that the City Clerk is directed to forward a copy of this
16 Agreement to Cynthia Roth, Impact Fee Administrator for the City of Lincoln.

Approved as to Form & Legality:

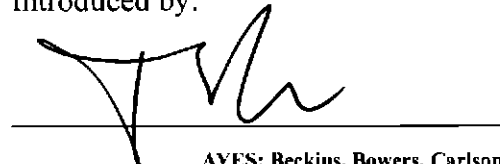

City Attorney

ADOPTED

JUN 15 2026

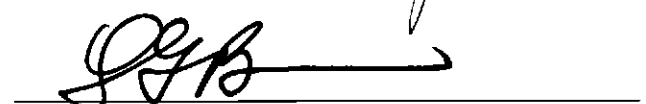
BY CITY COUNCIL

Introduced by:



AYES: Beckius, Bowers, Carlson,
Duden, Shobe, Weber; NAYS:
None; ABSENT: Washington.

Approved this 18th day of June, 2026:


Mayor

**CONDITIONAL ANNEXATION AND CHANGE OF ZONE AGREEMENT
FOR REDTAIL HEIGHTS**

This Conditional Annexation and Change of Zone Agreement for Redtail Heights ("Agreement") is made and entered into as of the date of execution by the last signatory hereto as indicated below by and between **CITY OF LINCOLN, NEBRASKA**, a municipal corporation ("City"), and **REDTAIL HEIGHTS, LLC**, a Nebraska limited liability company ("Property Owner"). City and Property Owner may hereinafter be referred to individually as a "Party", and collectively as the "Parties".

RECITALS

A. Property Owner owns the real estate legally described as:

Lot 24 I.T. in the SW 1/4 of Section 13, Township 9, Range 7, located in Lancaster County, Nebraska

(the "Property").

The Property is generally located at the northeast corner of S. 98th and Pine Lake Road, Lincoln, Nebraska, and is shown on Exhibit A.

B. Property Owner petitioned City to annex (AN26001) and rezone from AG Agricultural District to R-3 Residential District Planned Unit Development (CZ26001) a portion of the Property which includes approximately 33.33 acres . A legal description for the annexation and change of zone area and map are attached as Exhibits B and C.

C. AN26001 and CZ26001 are collectively referred to as the "Governmental Actions."

D. This Agreement identifies Property Owner's and City's responsibilities regarding the construction of infrastructure improvements and sanitary sewer systems necessitated upon annexation and future development of the Property.

E. Property Owner represents to City that in consideration of City's approval of the Governmental Actions, Property Owner will enter into this Agreement.

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants established herein, the parties do hereby agree as follows:

I.

GOVERNMENTAL ACTIONS AND ACKNOWLEDGMENTS

1. **Concurrent Approval**. City, concurrently with the approval of this Agreement, will approve the following Governmental Actions:
 - a) Annex that portion of the Property legally described and shown on Exhibits B and C (AN26001).
 - b) Change the zone of that portion of the Property legally described and shown on Exhibits B and C from AG Agricultural to R-3 Residential Planned Unit Development (CZ26001)
2. **Conditional Approval**. Approvals of the Governmental Actions are conditioned upon the terms, conditions and understandings as set forth in this Agreement being fulfilled. The parties understand and agree that, notwithstanding the conditional nature of such zoning approvals hereto, City Council, on its own motion or at the request of any party hereto, may, in the exercise of its lawful legislative authority: (i) amend the Comprehensive Plan; (ii) extend the municipal corporate boundaries to include any contiguous or adjacent lands; (iii) rezone or revise the zoning designations applicable to the Property; or (iv) approve or amend plats, dedications, use permits, special permits, developments, community unit plans, building permits or other land use controls, as future circumstances may warrant.

II.

PHASED DEVELOPMENT OF THE PROPERTY

1. **Subsequent Phases of Annexation**. City and Property Owner agree that the Property will be annexed and developed in multiple phases as conceptually shown on Exhibit “D”. Property Owner and City recognize and understand that as part of this Agreement, Property Owner and City have identified the public and private facility infrastructure improvements necessary to serve each phase and the future full development of the Property.

III.

ARTERIAL STREET IMPROVEMENTS

1. **S. 98th Street Roundabouts**. City and Property Owner agree that urban development of the Property requires the construction of turn lane improvements in S. 98th Street at the intersections with Napa Ridge Drive and Vine Cliff Drive as shown on Exhibit “F”. For the avoidance of any doubt, regardless of any other depiction on any other exhibit attached hereto, Exhibit “F” demonstrates the Parties’ agreement regarding roundabout intersection improvements on S. 98th Street. For the long term best interests of the City, the City desires to design and construct roundabout improvements at the S. 98th Street intersections with Napa Ridge Drive (“**Napa Ridge Roundabout**”) and Vine Cliff Drive (“**Vine Cliff Roundabout**”) (collectively the “**S. 98th Roundabouts**”). The Parties acknowledge the City does not have sufficient funds on hand to fully fund the design and construction of the S. 98th Roundabouts. Consequently, Property Owner agrees to contribute to the City Three Hundred Nine Thousand Dollars (\$309,000) toward the cost of the Napa Ridge Roundabout (“**Napa Ridge Contribution**”), and Two Hundred Five Thousand Dollars (\$205,000) toward the cost of the Vine Cliff Roundabout (“**Vine Cliff Contribution**”). The Napa Ridge Contribution

and Vine Cliff Contribution are collectively referred to hereinafter as the “**Roundabout Contributions**”. The City agrees to reimburse Property Owner the Roundabout Contributions from the Segregated Arterial Street Impact Fees, defined below.

2. **Roundabout Contributions.** In conjunction with the final plat of Phase 1A of the Property shown on Exhibit “D”, Property Owner shall provide the City a signed escrow agreement irrevocably pledging and assigning funds to the participating financial institution as escrow agent for the City, said funds to be held in escrow to guarantee payment of the Property Owner’s Napa Ridge Contribution to the City when the City constructs the Napa Ridge Roundabout. In conjunction with the final plat of Phase 1B of the Property shown on Exhibit “D”, Property Owner shall provide the City a signed escrow agreement irrevocably pledging and assigning funds to the participating financial institution as escrow agent for the City, said funds to be held in escrow to guarantee payment of the Property Owner’s Vine Cliff Contribution to the City when the City constructs the Vine Cliff Roundabout.
3. **Construction of 98th Street Roundabouts.** City and Property Owner acknowledge the Property will be annexed and developed in multiple phases as conceptually shown on Exhibit “D”. City and Property Owner acknowledge Property Owner may proceed forward with final platting and developing Phases 1A and 1B of the Property with the Napa Ridge Drive and Vine Cliff Drive street connections to S. 98th Street with no required improvements to S. 98th Street. The City agrees to use its best efforts to design and construct the Napa Ridge Roundabout prior to or at the same time as Property Owner final plats and develops Phase 2 of the Property; provided, the City’s delay in constructing the Napa Ridge Roundabout shall not prohibit Property Owner from developing Phase 2 or any subsequent phase of the Property. The City agrees to use its best efforts to design and construct the Vine Cliff

Roundabout prior to or at the same time as Property Owner final plats and develops Phase 3 of the Property; provided, the City's delay in constructing the Vine Cliff Ridge Roundabout shall not prohibit Property Owner from developing Phase 3 or any subsequent phase of the Property.

4. **Pine Lake Road Intersection Improvements**. City and Property Owner agree that urban development of the Property will require Property Owner to design and construct, at its own cost and expense, the following right and left turn lanes in Pine Lake Road in conformance with City of Lincoln Standard Specifications at the time of construction, subject to any deviation requests granted by the City, and designed to the satisfaction of the Lincoln Transportation and Utilities Division:

- a) S. 100th Street and Pine Lake Road: Westbound right turn lane.
- b) S. 102nd Street and Pine Lake Road: Westbound right turn lane and eastbound left turn lane ("**S. 102nd and Pine Lake Road Turn Lanes**").

(collectively the "**Pine Lake Road Intersection Improvements**")

The Pine Lake Road Intersection Improvements are shown on the site plan attached as Exhibit E. The Pine Lake Road Intersection Improvements will provide required turning motor vehicular storage along with the required deceleration lane length, subject to any deviation requests granted by the City. The parties acknowledge that the Pine Lake Road Intersection Improvements shall be designed and constructed as permanent improvements and are intended to serve the traffic volume anticipated for the area for a period exceeding fifteen (15) years. City acknowledges and agrees that the S. 102nd and Pine Lake Road Turn Lanes are Arterial Street Impact Fee Facility Improvements as that term is defined in Chapter 27.82 of the Lincoln Municipal Code and shall be subject to reimbursement as set forth in paragraph 6. below. Property Owner agrees that the Pine Lake Road Intersection

Improvements shall be designed and constructed through City's Executive Order process and that all work for which it seeks reimbursement shall be advertised and bid in accordance with City procurement requirements. City and Property Owner acknowledge the construction of the Pine Lake Road Intersection Improvements shall be phased, and shall be required when the connecting street within the Property is final platted.

5. **S. 98th Street Grading.** City and Property Owner agree that urban development of the Property will require the grading of the east half of the S. 98th Street right-of-way adjacent to the Property for a future urban roadway section, including for the future 98th Street Roundabouts as shown on Exhibit "F" and, as necessary, storm sewer extensions, wetland impacts, erosion control and utility relocations (collectively "Urban Grading"). The area of the Urban Grading is shown on the site plan attached as Exhibit E. If required, Property Owner shall prepare and process, and the City agrees to sign, as permittee, an application to the Corps of Engineers for the Section 404 permit required for the Urban Grading, and the costs of such shall be included in the Urban Grading. City acknowledges and agrees that the Urban Grading is an Arterial Street Impact Fee Facility Improvement as that term is defined in Chapter 27.82 of the Lincoln Municipal Code and shall be subject to reimbursement as set forth in paragraph 6. below. Property Owner agrees that the Urban Grading shall be designed and constructed through City's Executive Order process and that all work for which it seeks reimbursement under paragraph 6. shall, if required by City procurement requirements, be advertised and bid in accordance with City procurement requirements. The Urban Grading may be completed in phases and shall be completed by Property Owner in conjunction with the grading of the Property adjacent to the S. 98th Street right-of-way.

6. **Segregated Arterial Street Impact Fees.** City agrees to segregate arterial street impact fees collected by City from the Property (“Segregated Arterial Street Impact Fees”). City agrees that it shall reimburse Property Owner for the Roundabout Contributions, S. 102nd and Pine Lake Road Turn Lanes, and Urban Grading described above from the Segregated Arterial Street Impact Fees generated by development within the Property. Said reimbursement from Segregated Arterial Street Impact Fees shall be paid quarterly as Segregated Arterial Street Impact Fees are received. Notwithstanding the foregoing, any reimbursement to be paid from the Segregated Arterial Street Impact Fees shall not constitute a general obligation of City.
7. **Design of Urban Grading and S. 102nd and Pine Lake Road Turn Lanes.** For purposes of this Agreement, the City hereby recognizes and agrees that Property Owner’s consultant, Olsson, has completed a significant amount of preliminary design work with respect to the Urban Grading and S. 102nd and Pine Lake Road Turn Lanes. By executing this Agreement, the City confirms that Olsson is deemed to be qualified to perform the design services for the Urban Grading and S. 102nd and Pine Lake Road Turn Lanes by the City’s Purchasing Division. Finally, the City acknowledges that to select a different design consultant to reproduce such work product related to the Urban Grading and S. 102nd and Pine Lake Road Turn Lanes would be inefficient and likely to result in unnecessary delay in the completion of the Urban Grading and S. 102nd and Pine Lake Road Turn Lanes. Therefore, based upon the recommendation of the Director of Lincoln Transportation and Utilities, the City agrees to, and hereby does, waive those procurement procedures related to selection of consultants for professional consulting services as outlined in Executive Order No. 95880 dated

September 14, 2021 and consents to Olsson continuing to perform the design services for the Urban Grading and S. 102nd and Pine Lake Road Turn Lanes.

8. **Dedication of Right of Way and Easements.** Property Owner agrees to dedicate, at no cost to City, right of way for S. 98th Street as shown on Exhibit “F” (“**S. 98th Street ROW**”), and right of way for Pine Lake Road sufficient for the Pine Lake Road Intersection Improvements (“**Pine Lake Road ROW**”), as determined by City. The S. 98th Street ROW and Pine Lake Road ROW will be granted to the City at the time of final platting, or upon request by City. Property Owner further agrees to convey to City any temporary easements required for construction of the S. 98th Roundabouts.

IV.

PUBLIC WATER INFRASTRUCTURE

1. **Pine Lake Road Water Main.** City has approved a Capital Improvement Program, which includes the construction of a 16-inch water main along Pine Lake Road between S. 98th and S. 102nd Street (“Pine Lake Road Water Main”) in FY2028-2029. Subject to City Council appropriation, City agrees to make best efforts to design and substantially complete the construction of the Pine Lake Road Water Main by September 1, 2029.
2. **Acceleration of Pine Lake Road Water Main.**
 - a) Property Owner and City acknowledge and agree that development of the Property may require the Pine Lake Road Water Main to be constructed on an expedited schedule so that it can be completed prior to September 1, 2029. In order to facilitate this construction, City agrees that Property Owner may assume the obligation to construct the Pine Lake Road Water Main and may accelerate said construction by providing written notice, by no later than September 1, 2028, to the Lincoln Transportation and Utilities’ Director of Property

Owner's intent to cause the construction of Pine Lake Road Water Main to be accelerated at its expense, subject to the terms and conditions of this Agreement.

- b) If Property Owner elects to accelerate construction of the Pine Lake Road Water Main under subparagraph a) above, Property Owner shall (1) select a design consultant in conformance with the City procurement requirements and cause the Water Main to be designed in accordance with City's Standard Specifications, (2) submit or cause final construction documents for the Water Main to be submitted to the Director of the Transportation & Utilities Department for review and approval, (3) install and construct the Water Main or cause the Water Main to be constructed pursuant to City's executive order construction process, and (4) advertise and bid the Water Main in compliance with City's public bidding requirements.
- c) City shall reimburse Property Owner for costs incurred to design and construct the Pine Lake Road Water Main within thirty (30) days after (i) completion of the Pine Lake Road Water Main and acceptance of the main by City; and (ii) receipt of Property Owner's documented cost for the Pine Lake Road Water Main. Reimbursement shall be drawn from City's Capital Improvement Program funds otherwise identified for the Pine Lake Road Water Main. City shall not be required to reimburse Property Owner for the Pine Lake Road Water Main any earlier than September 1, 2029.

V.

SANITARY SEWER IMPROVEMENTS

1. **98th Street Trunk Sewer.** City approved a Capital Improvement Program, which includes the construction of a Sanitary Sewer Trunk Main in and along S. 98th Street, to the north terminating near Merion Circle ("98th Street Trunk Main") in FY2026-2027. City agrees to

make best efforts to design and substantially complete the construction of the 98th Street Trunk Main by February 1, 2027 .

2. Sanitary Sewer Lift Station and Force Main Design and Construction.

- a) City and Property Owner acknowledge and agree that City gravity sanitary sewer cannot yet serve the Property and that a sanitary sewer lift station and force main must serve the Property until gravity sewer is feasible. Property Owner shall be responsible for the entire cost and expense for the design and construction of the wastewater lift station (“Lift Station”) and associated force main (“Force Main”) necessary to serve the Property. The Lift Station shall be constructed on Outlot Z, which shall be designated for future development. The Force Main shall be installed within the east side of the S. 98th Street right of way and cross to the west side at the last gravity manhole to connect to the 98th Street Trunk Main at S. 98th Street and approximately 200 feet north of Merion Circle as shown on Exhibit G.
- b) Property Owner shall, at its sole cost and expense, prepare and submit to City complete plans and specifications for the Lift Station and Force Main, including, without limitation, the size, location, area to be served, manholes, the route(s) of connection to City’s existing or future wastewater collector system, and for the Force Main the location, size, velocity, capacity, hydraulic characteristics, and hydrogen sulfide generation.
- c) All plans and specifications for the Lift Station and Force Main shall conform to City’s Ordinances and sanitary sewer design standards and wastewater lift station design and construction requirements, including preliminary minimum criteria for receiving sanitary lines and required components such as dual pumps capable of full build-out flow, backup generator capacity, SCADA system, level and alarm sensors, above-grade motor control,

wet well mixer (if lift station design requires it), DC battery backup, and mag meter on discharge piping. No construction of the Lift Station or Force Main shall commence unless and until the *Lincoln Transportation and Utilities Director* has reviewed and approved the plans and specifications for the same for conformity with applicable City requirements and design standards.

d) Warranty.

- i. **Warranty Term.** Property Owner shall obtain, and cause its contractor(s) and equipment manufacturers to provide, a comprehensive warranty for the Lift Station and Force Main, including all structural, mechanical, electrical, controls/SCADA, and appurtenant components, for a period of tow (2) years from City's written acceptance of the completed facilities, covering defects in workmanship, materials, and performance not meeting the City's design standards.
- ii. **Warranty Scope and Remedies.** The warranty shall include parts, labor, and all costs to correct nonconforming or defective work, including removal and replacement of affected work, restoration, testing, and recommissioning, and shall ensure replacement with models/brands acceptable to the City.

2. Sanitary Sewer Lift Station and Force Main Operation, Maintenance, and Repair.

- a) Following construction and acceptance of the Lift Station and Force Main, City shall be solely responsible for the day-to-day operation of the Lift Station serving the Property, including monitoring, controls, and associated appurtenances, consistent with City's design standards and integration with City's SCADA system.

- b) Land Lease. Upon City-acceptance of the Lift Station and Force Main, Property Owner (as Lessor) and City (as Lessee) shall enter into a land lease substantially similar to Exhibit H ("Land Lease"). The Land Lease shall allow City to control the Lift Station and Force Main until the Lift Station is decommissioned as described in paragraph 3 below. The parties recognize and agree that City Council may be required to approve the Land Lease and that final terms of the Land Lease will be negotiated upon City's acceptance of Lift Station operation duties.
- c) City shall perform all routine and non-routine inspection, preventative maintenance, corrective maintenance, and repair of the Lift Station, including pumps, controls, power supply systems, backup power generator, level and alarm sensors, mixer, mag meter, communication equipment, and related appurtenances.
- d) City shall perform all routine and non-routine inspection, preventative maintenance, corrective maintenance, and repair of the appurtenant Force Main conveying flows from the Lift Station, including valves, air release/vacuum assemblies, and other appurtenances, to ensure capacity and hydraulic performance consistent with City standards.
- e) Properties benefiting from connection via a wastewater lift station are subject to a lift station surcharge as determined under Title 17 of the Lincoln Municipal code, with such surcharge intended to help defray the City's extra operating, maintenance, and decommission cost for the station. Upon approval of the first final plat within the Property, Property Owner shall pay the wastewater lift station operating fee as set forth in Titles 17 and 26 of the Lincoln Municipal Code

3. Lift Station Decommissioning and Connection to Gravity Sewer

- a) City shall be responsible, in its discretion and on its schedule, for decommissioning the Lift Station and associated Force Main when gravity sewer service is or becomes available and operational for the Property, consistent with City code provisions requiring ultimate connection to the City wastewater collection system when available. City intends, in the future, to design and construct a Tier II Pipe SC-212 to serve the Property with traditional gravity sanitary sewer.
 - i. Notwithstanding the future availability of gravity sewer, the City may delay connecting the development to gravity sewer and continue operating the Lift Station until the City determines that connection and decommissioning are appropriate in light of system capacity, phasing, and cost recovery considerations under applicable code and design standards.
- b) During any such delay and until the City has collected lift station surcharge revenues sufficient to pay the full decommissioning costs for the Lift Station and associated Force Main, the City may continue to collect the wastewater lift station surcharge from all properties served by the station, calculated pursuant to Title 17.
- c) After decommissioning the Lift Station and Force Main, City shall be responsible for restoring the portion of the Property subject to the Land Lease to a condition suitable for use as a buildable lot, if properly platted, which shall include the removal of all equipment, structures, and debris associated with the Lift Station, ensuring the land is graded, seeded, and landscaped as necessary to support its intended future use as a buildable lot, and City ensuring that the restored Property meets all applicable environmental and safety standards.

4. Insurance.

- a) City shall maintain insurance or self-insurance, at its option, customary for municipal ownership and operation of wastewater utility facilities, covering liabilities arising from City's operation, maintenance, and repair of the Lift Station and appurtenant Force Main.
- b) To the extent Property Owner performs work affecting or within the easements prior to City acceptance, Property Owner shall maintain insurance customary for such construction activities, with policy limits and coverages reasonably acceptable to City; provided, upon City acceptance of the Lift Station and Force Main for operation, City's obligations under this section shall apply to City operations and maintenance thereafter.

5. Density requirements. Property Owner acknowledges and agrees that City approval of the use of a sanitary sewer lift station is conditioned upon compliance with the dwelling density and lot size requirements of Lincoln Municipal Code §27.60.020(b)(7). Therefore, Property Owner will ensure that upon full development of the Property, the Planned Unit Development Area will have a net density of five (5) dwelling units per acre and at least 10% of the single family detached lots within the PUD shall be equal to or less than 4,000 square feet in area.

6. Compliance with Lift Station Prerequisites for Plat Approval. As a condition of City approval of the Governmental Actions and prior to any final plat approval for property to be served by a wastewater lift station, Property Owner shall satisfy all requisites for final plat approval related to wastewater improvements, including payment of the wastewater lift station operating fee calculated as described in Lincoln Municipal Code §17.60.170.

7. Notice to Future Property Owners.

- a) Property Owner shall provide written notice in the purchase agreement when it sells each Lot within the subdivision, that the Lot will be subject to an additional wastewater lift

station fee assessed because the Property connects to and benefits from the Lincoln Wastewater System via a lift station, the purpose of which is to help defray the extra cost to operate the Lift Station serving the subdivision. The notice shall: (a) state that a wastewater lift station surcharge will be imposed on each property connected to the system via a lift station; (b) describe that the surcharge is calculated by City at the time of application for water service using a formula based on the annual operating cost for the applicable year, the total number of lots in the planned development, and a meter-size multiplier; and (c) disclose that the surcharge will be billed on a periodic basis, typically monthly, to property owner through utility billing.

- b) The Property Owner shall record a subdivision-wide disclosure or covenant against the subdivision lots or other appropriate instrument putting all lots on constructive notice that properties connecting via a wastewater lift station are subject to the surcharge described herein, referencing City's calculation and billing practices.
- c) The Property Owner's disclosure obligations do not limit City's authority to impose, compute, update, or collect the wastewater lift station surcharge or any wastewater lift station operating cost contributions as provided in applicable City code and standards.

VI.

PARKS AND TRAILS IMPROVEMENTS

- 1. At the time of final platting and at no cost to City, Property Owner will dedicate the following right-of-way and easements required for the future city-construction of multi-use trails:
 - 1. Ten (10) feet of right-of-way along the east side of S. 98th Street between Pine Lake Road and Vine Cliff Drive.

2. Six (6) feet of right-of-way along the north side of Vine Cliff Drive from S. 98th Street to Outlot H.
3. Twenty (20) foot public access easement through Outlots H and J from Vine Cliff Drive to north boundary of the Property.

The right of way and easements described in this section are shown on Exhibit E.

VII.

PROPERTY OWNER CONTRIBUTIONS

1. **Contribution to Rural Fire Protection District.** Property Owner understands and acknowledges that City's annexation of the Property or any portion thereof lying within the boundaries of the SE Rural Fire Protection District ("District") shall not be complete except upon City assuming and paying that portion of all outstanding obligations of the District which would otherwise constitute an obligation of the Property or portion thereof being annexed. Property Owner agrees to pay City the amount which must be paid by City to the District in order for the portion of the Property being annexed to be complete. At the time of this Agreement the contribution to the District is expected to be \$0.
2. **Contribution to Rural Water District.** Property Owner understands and acknowledges that City may not furnish water to serve any portion of the Property lying within the boundaries of Lancaster County Rural Water District No. 1 ("District No. 1") without the consent and approval of District No. 1. Property Owner agrees to take all steps necessary and pay all the costs required by District No. 1 to remove the Property from said rural water district in order to allow City to furnish water to the Property. Property Owner agrees to take the necessary steps and pay all costs associated with removing the Property from District No. 1.

VIII.

NOTICE

Notice. Any notices required to be forwarded to a Party hereto shall be deemed appropriately given or delivered if sent by registered or certified United States Mail, postage prepaid, return receipt requested, addressed or delivered personally as follows:

- (1) If to City:
Mayor
555 South 10th Street
Lincoln, Nebraska 68508

with a copy to:

City Attorney
555 South 10th Street
Lincoln, NE 68508

- (2) If to Property Owner:

Redtail Heights, LLC
Attention: Jeff Jenkins
6620 West Shore Drive
Lincoln, NE 68516

With a copy to:
Seacrest & Kalkowski, PC, LLO
Attention: DaNay Kalkowski
1128 Lincoln Mall, Suite 105
Lincoln, Nebraska 68508

Any Party hereto may change its address for notification purposes by written notice to all Parties hereto in the manner and method set forth within this paragraph.

IX.

MISCELLANEOUS

1. **Recitals & Exhibits.** All of the Recitals above and Exhibits attached to this Agreement are incorporated herein by this reference.

2. **Amendments.** This Agreement may only be amended or modified in writing signed by the Parties to this Agreement.
3. **Further Assurances.** Each Party will use its best and 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.
4. **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.
5. **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.
6. **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.
7. **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 City, Property Owner, 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.
8. **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 or unless otherwise stated herein.

9. **Default.** In the event Property Owner default in fulfilling any of its covenants and responsibilities as set forth in this Agreement, then City may take such other remedies, legal or equitable, which City may have to enforce this Agreement or to obtain damages for its breach. In the event City defaults in fulfilling any of its covenants and responsibilities as set forth in this Agreement, then Property Owner may take such remedies, legal or equitable, to enforce this Agreement or to obtain damages for its breach.
10. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, devisees, personal representatives, successors and assigns and shall inure to and run with the Property.
11. **Recordation.** This Agreement or a memorandum thereof shall be filed in the Office of the Register of Deeds of Lancaster County, Nebraska at City's cost and expense.
12. **Cooperation.** Whenever a Party's approval or consent shall be required under this Agreement, such approval or consent shall not be arbitrarily or unreasonably conditioned, delayed, or withheld. A Party whose approval or consent is requested under the terms of this Agreement shall either provide the approval requested to the requesting party within fourteen (14) days of receiving the request for such approval or consent or notify the requesting Party that the receiving Party is denying such approval or consent within fourteen (14) days of receiving the request. Any refusal must state the reasonable ground for the refusal to grant such approval or consent. Each undersigned Party will whenever it shall be necessary to do so by the other,

promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants and agreements herein provided.

13. **Authority.** City has the authority to engage in the reimbursements to Property Owner described in this Agreement, and (i) has taken all steps to legally exercise that authority, and (ii) the reimbursements to Property Owner described in this Agreement will comply with all applicable laws.

14. **Release of Buildable Lot.** Notwithstanding any contrary provisions herein, any Buildable Lot shall automatically be deemed released from all of the terms of this Agreement without further written release. For the purposes of this Agreement, "Buildable Lot" shall mean a buildable lot of record (excluding outlots) as defined by City subdivision ordinance being (a) less than ten acres in size, (b) within a lawful final plat of the Property or a portion of the Property and (c) conveyed in fee title (or leased in writing for a term of three years or more) to an Unrelated Third Party. Notwithstanding any contrary provision herein, any Buildable Lot Owner shall automatically be deemed released from this Agreement without further written release. For the purposes of this Agreement, "Buildable Lot Owner" shall mean the grantee under a deed conveying fee title (or a lessee under a written lease having a term of three years or more) to a Buildable Lot who is an Unrelated Third Party. Any such conveyance (or lease) of a Buildable Lot shall not terminate the liability of the grantor (lessor) Property Owner and its successors and assigns to perform its obligations under this Agreement, unless a specific release in writing is given and signed by the Parties to this Agreement. An "Unrelated Third Party" means a person, corporation, partnership, trust or other entity who is not one of Property Owner or its successor or assign and is not an Affiliate under this Agreement. "Affiliate" means: (i) any

officer, director, employee or blood related family member of a Party; and (ii) any corporation, partnership, trust or other entity controlling, controlled by or under common control with a Party or any person described in (i) above; and (iii) any officer, director, trustee, general partner or employee of any person described in (ii) above. For purposes of this definition, the term "control" shall also mean the control or ownership of ten percent (10%) or more of the beneficial ownership or fifty percent (50%) of the memberships in the entity referred to.

- 15. 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.

EXHIBITS

- A. The Property
- B. Annexation and Change of Zone Legal Description
- C. Annexation and Change of Zone Area Map
- D. Phasing Plan
- E. Pine Lake Road Intersection Improvements, Urban Grading and Trail Exhibit
- F. S. 98th Street ROW Exhibit
- G. Lift Station and Force Main Exhibit
- H. Land Lease Exhibit

Dated this 18 day of JUNE, 2026 by City.

“CITY”

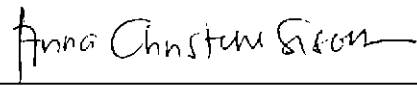
CITY OF LINCOLN, NEBRASKA,
a municipal corporation

By: 
Leirion Gaylor Baird, Mayor

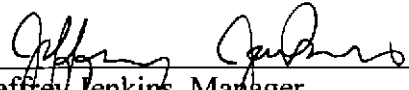
STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 18 day of JUNE, 2026, by Leirion Gaylor Baird, Mayor of City of **Lincoln, Nebraska**, a municipal corporation, on behalf of the municipal corporation.

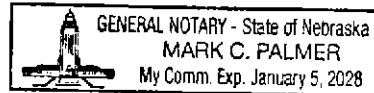



Notary Public

REDTAIL HEIGHTS, LLC,
a Nebraska limited liability company

By: 
Jeffrey Jenkins, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)



The foregoing instrument was acknowledged before me this 14th day of May, 2026, by Jeffrey Jenkins, Manager of **Redtail Heights, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.

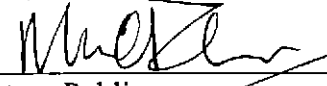

Notary Public

EXHIBIT A
SITE PLAN OF THE PROPERTY

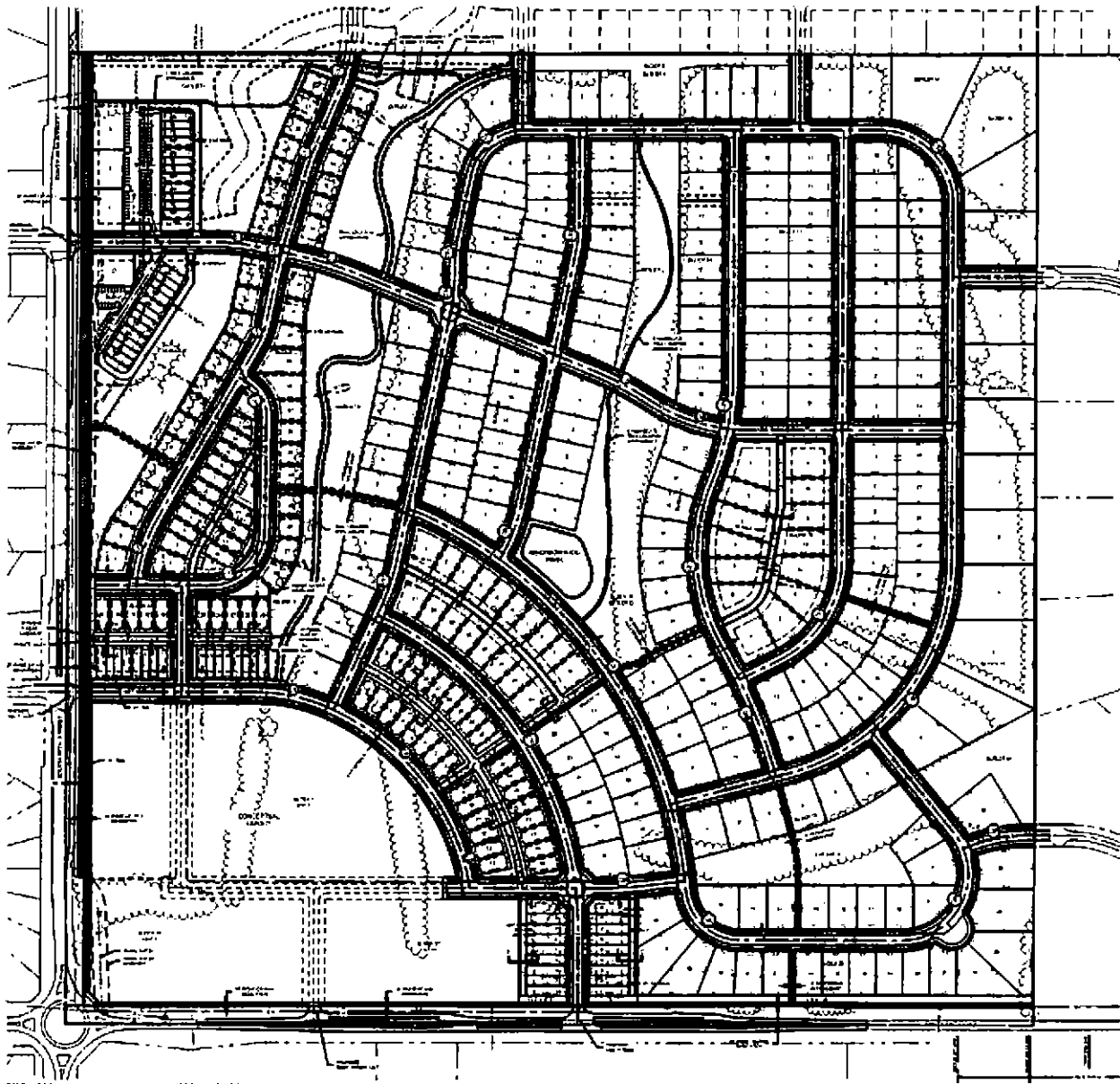


EXHIBIT B
ANNEXATION AND CHANGE OF ZONE LEGAL DESCRIPTION

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 24 I.T., LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 24 I.T., SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE, EAST, ON THE NORTH LINE OF SAID LOT 24 I.T., SAID LINE BEING THE NORTH LINE OF SAID SOUTHWEST QUARTER, ON AN ASSUMED BEARING OF S89°47'41"E, A DISTANCE OF 1,179.05' TO A POINT; THENCE S00°09'21"W, A DISTANCE OF 58.30' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 70°44'03", A RADIUS OF 300.00', AN ARC LENGTH OF 370.36', A CHORD LENGTH OF 347.29', AND A CHORD BEARING OF S47°38'01"W TO A POINT; THENCE S12°16'00"W, A DISTANCE OF 318.38' TO A POINT; THENCE S04°58'23"E, A DISTANCE OF 67.48' TO A POINT; THENCE S12°16'00"W, A DISTANCE OF 755.45' TO A POINT; THENCE S24°50'27"W, A DISTANCE OF 324.11' TO A POINT; THENCE S09°10'45"W, A DISTANCE OF 91.00' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 08°59'39", A RADIUS OF 445.00', AN ARC LENGTH OF 69.86', A CHORD LENGTH OF 69.78', AND A CHORD BEARING OF N85°19'05"W TO A POINT; THENCE N89°48'55"W, A DISTANCE OF 485.59' TO A POINT ON THE EAST RIGHT OF WAY LINE OF SOUTH 98TH STREET; THENCE N00°11'11"E, ON A WEST LINE OF SAID LOT 24 I.T., SAID LINE BEING THE EAST RIGHT OF WAY LINE OF SAID SOUTH 98TH STREET, A DISTANCE OF 1,789.80' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 1,451,760.61 SQUARE FEET OR 33.33 ACRES, MORE OR LESS.

EXHIBIT C **ANNEXATION AND CHANGE OF ZONE MAP**

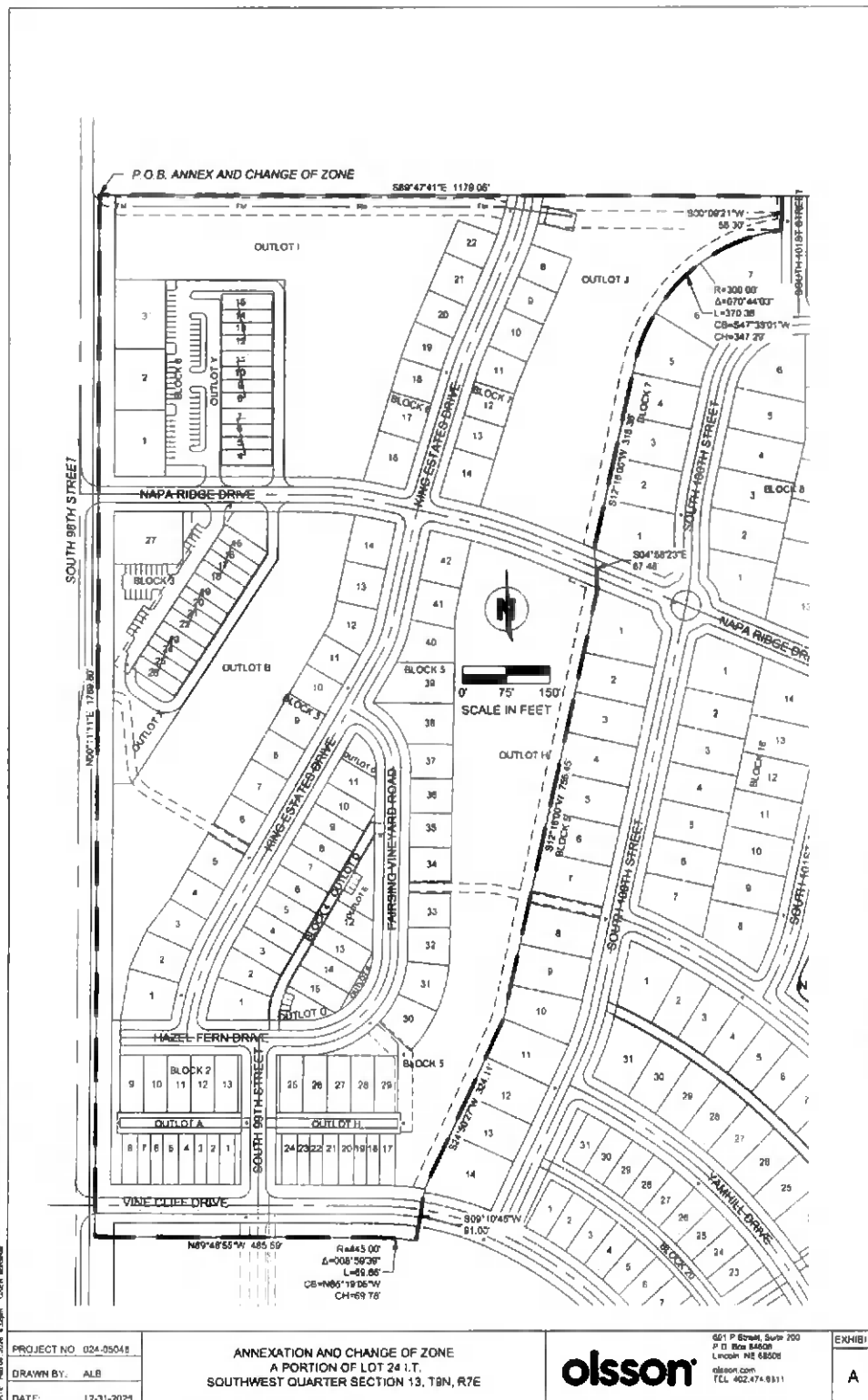


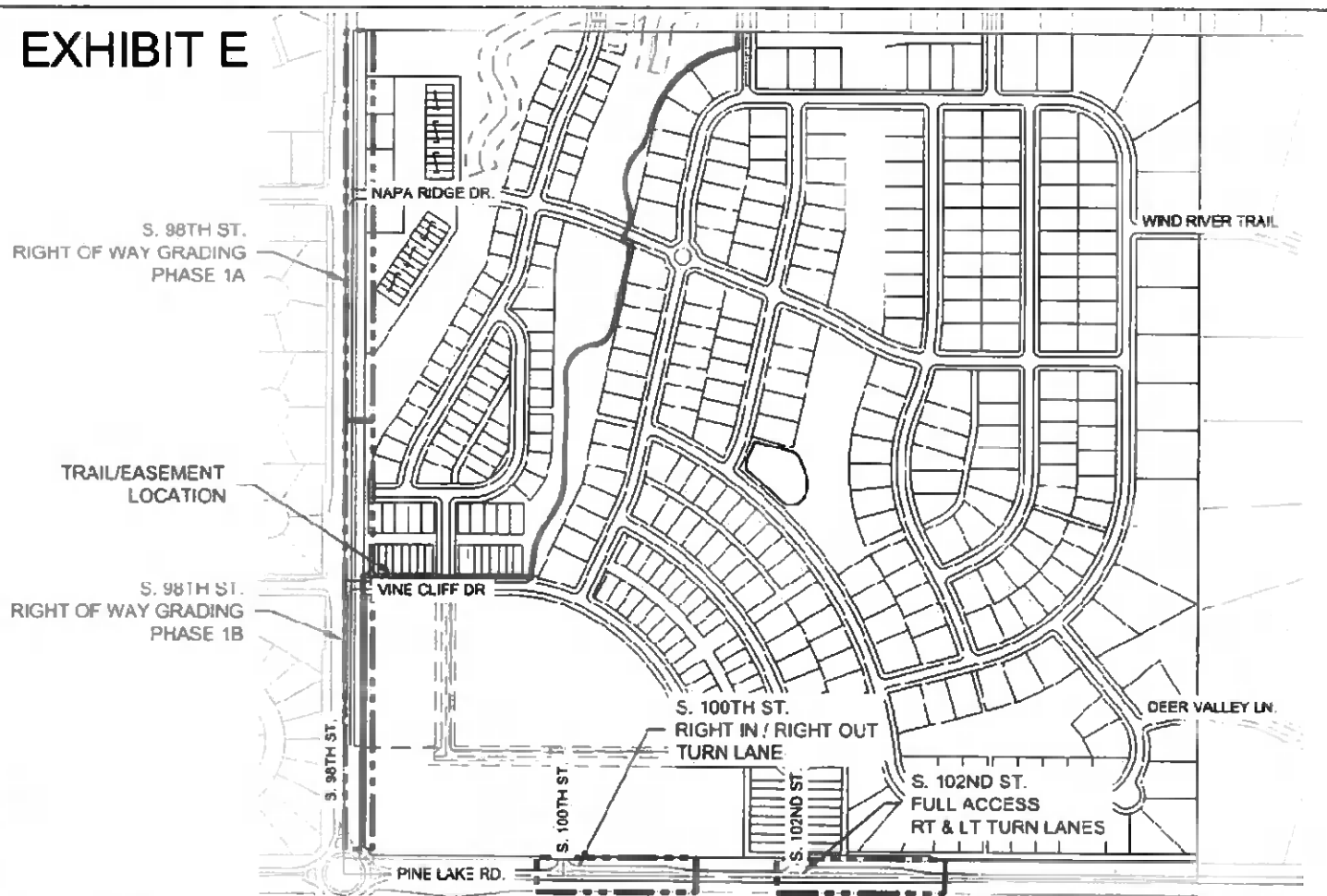
EXHIBIT D PHASING MAP - 4 pages



EXHIBIT E

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DATE: Apr 13, 2006 3:23pm

EXHIBIT E



PROJECT NO: 024-05048

DRAWN BY: BFB

DATE: 04.13.26

REDTAIL HEIGHTS

olsson

601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
olsson.com
TEL 402.474.8311
Olsson - Engineering
Nebraska COA #CA-0638

EXHIBIT

EXHIBIT F

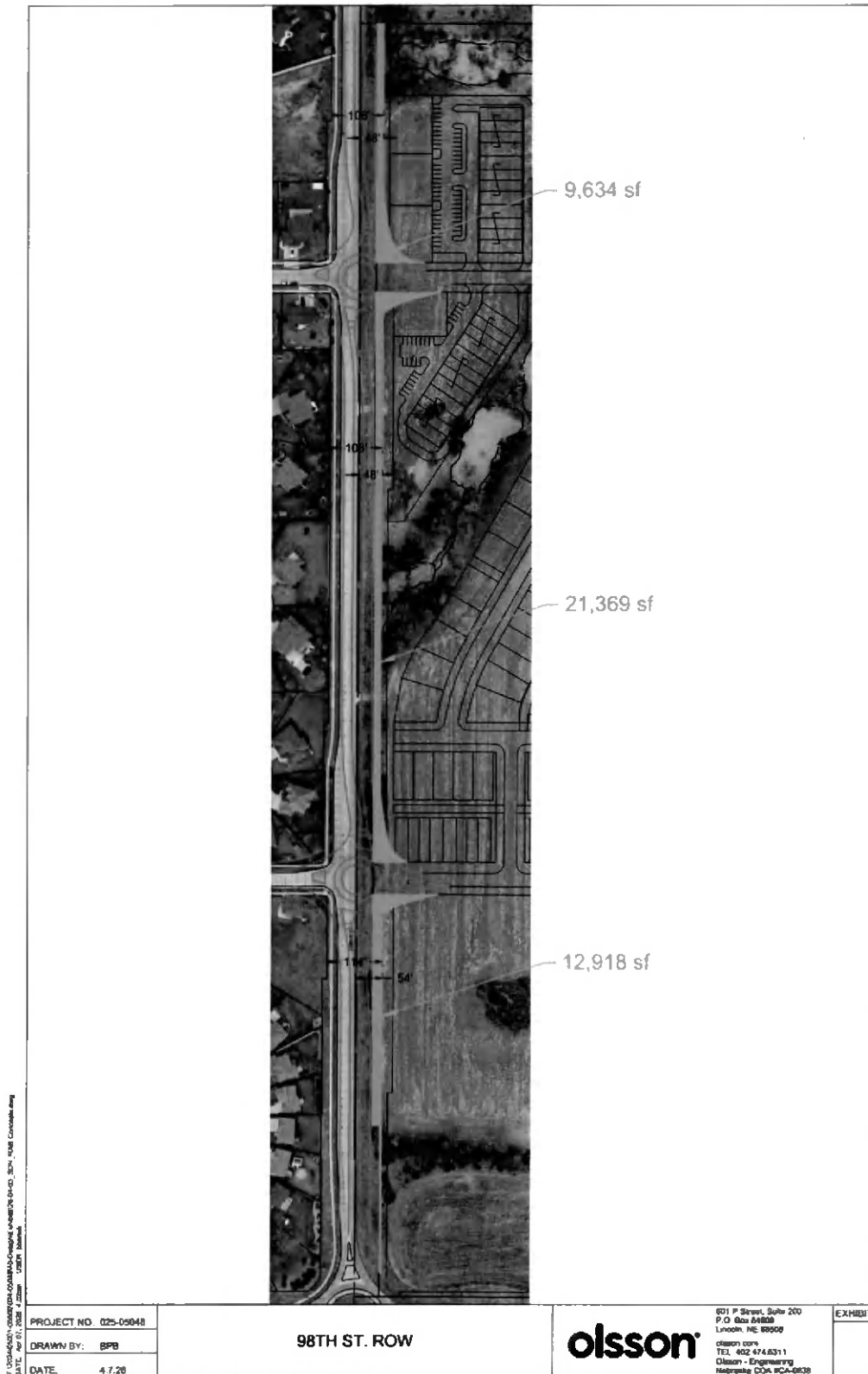
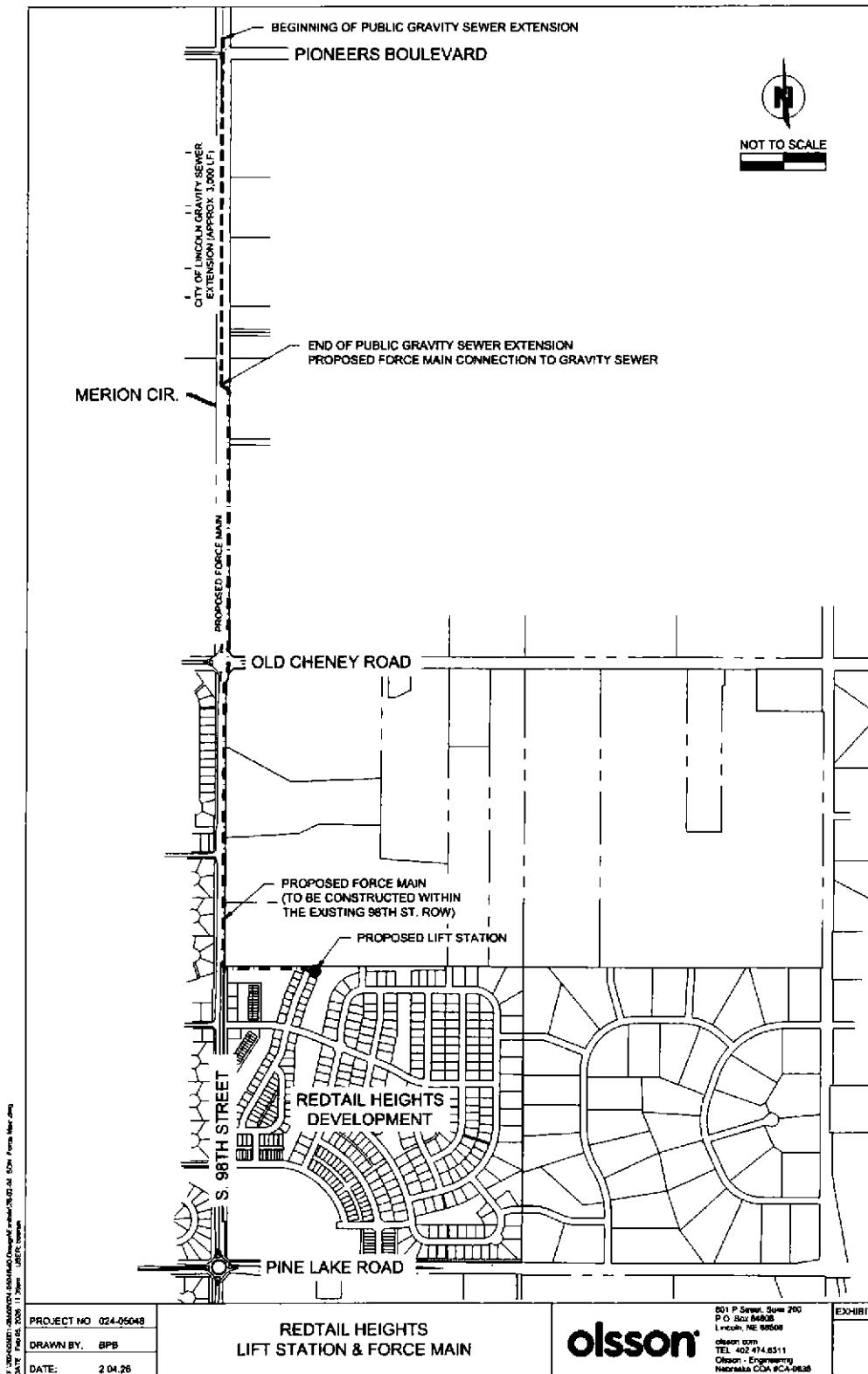


EXHIBIT G



**EXHIBIT H
LAND LEASE**

LEASE AGREEMENT

This Lease Agreement (this "Lease") is entered into as of _____ (the "Commencement Date"), by and between Redtail Heights, LLC, a Nebraska limited liability company ("Lessor"), and the City of Lincoln, Nebraska, a municipal corporation ("Lessee"). Lessor and Lessee are sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Parties have entered into the Conditional Annexation and Change of Zone Agreement for Redtail Heights (City Council Resolution A-_____; Inst. # _____) ("Annexation Agreement") involving the development of real property located generally at the northeast corner of South 98th Street and Pine Lake Road in Lincoln, Nebraska.

WHEREAS, the Annexation Agreement contemplates the construction and operation of a Sanitary Sewer Lift Station to serve the real property legally described as:

Lot 24 I.T. in the SW 1/4 of Section 13, Township 9, Range 7, located in Lancaster County, Nebraska (LEGAL DESCRIPTION MAY BE UPDATED AT TIME OF LEASE)

(the "Development").

WHEREAS, "Lift Station" means a sanitary sewer lift station and related improvements, including wet well, pumps, controls, electrical equipment, emergency power connections, force main discharge piping within the Premises, fencing, odor control equipment, telemetry/SCADA, and appurtenances, to be constructed by Lessor on the Premises for the purpose of conveying wastewater to the municipal sewer system pending availability of a gravity sewer;

WHEREAS, under the terms of the Annexation Agreement, Lessee will operate and maintain the Lift Station until gravity sewer is available to serve the properties within the Development;

WHEREAS, in order for Lessee to fulfill its operational and maintenance duties under the Annexation Agreement, the Lessor wishes to lease the Premises containing the Lift Station to Lessee for the period of operation and decommissioning of the Lift Station;

WHEREAS, the real property where the Lift Station is sited is legally described as:

LEGAL DESCRIPTION OF LIFT STATION OUTLOT

(the "Premises");

WHEREAS, the Lessor has constructed the Lift Station in conformance with the Annexation Agreement and all other Lessee requirements and Lessee intends to fully accept control, operation, and maintenance of the Lift Station. The Lift Station “as-built” plans are attached hereto as Attachment A.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Purpose; Term; Termination; Gravity Sewer Availability; Decommissioning; Restoration

- a. **Purpose.** The purpose of this Lease is to allow Lessee to occupy the Premises for the purpose of operating, maintaining, and ultimately decommissioning the Lift Station until Gravity Sewer Availability occurs and Decommissioning and Restoration is completed, all as further addressed in the Annexation Agreement and the Lincoln Municipal Code.
- b. **Term.** The term of this Lease (the “Term”) shall commence on the Commencement Date and shall continue until the date this Lease is terminated pursuant to Section 1.c.
- c. **Termination.** This Lease shall terminate automatically, without the need for further action, upon the later to occur of: (a) Gravity Sewer Availability, and (b) completion of Decommissioning and Restoration as certified in writing by Lessee in accordance with the Annexation Agreement (“Termination”). The Parties may also terminate this Lease by mutual written agreement.
- d. **Gravity Sewer Availability** shall mean when gravity sewer service is or becomes available and operational for the Development, consistent with City code provisions requiring ultimate connection to the City wastewater collection system when available.
- e. **Decommissioning** shall mean taking the Lift Station out of use.
- f. **Restoration** shall mean restoring the Premises

2. Consideration; Taxes; Utilities

- a. **Consideration.** Lessor acknowledges and agrees that, as material and bargained-for consideration for this Lease, the Lessee’s continued operation, maintenance, and management of the Lift Station located on the Premises from the Commencement Date until Termination, shall constitute full, fair, and adequate consideration for Lessor’s grant of the leasehold estate and all related rights granted to the City herein. Lessor agrees that no base rent, additional rent, or other monetary payment shall be due from the City to Lessor for the Term, and Lessor hereby waives any claim to additional consideration on account of the City’s possession and use of the Premises for the purposes described.
- b. **Taxes and Assessments.** During the Term of the Lease, Lessee shall be responsible for any real or personal property taxes and assessments, if due, levied against the fee interest in the Premises;

- c. **Utilities.** Lessee shall be responsible for utility service charges reasonably necessary for operation of the Lift Station during the Term.

3. Possession; Condition; Warranties

- a. **Possession Date.** Lessee shall take possession of the Premises immediately upon execution of this Lease Agreement by both Parties.
- b. **Condition of Premises.** Lessee accepts the Premises in its current "AS IS, WHERE IS" condition, with all faults, except as expressly warranted by Lessor, or its contractor, for the benefit of Lessee, under the terms of the Annexation Agreement.

4. Use; Operations;

- a. **Permitted Use.** Lessee is granted the fullest authority to operate, maintain, repair, and modify the Lift Station and all related facilities on the Premises. Lessee may undertake any activities necessary for the operation, maintenance, repair, replacement, and improvement of the Lift Station, including but not limited to:
 - i. Installation and maintenance of equipment and infrastructure.
 - ii. Access for personnel, vehicles, and equipment.
 - iii. Implementation of safety and security measures.
 - iv. Compliance with all applicable laws, regulations, and standards.
- b. **Operations.** Lessee shall have the authority to operate the Lift Station as if it were a municipally owned facility in every respect. This includes full operational control and responsibility for all aspects of the Lift Station's functioning, maintenance, and management. Lessee may exercise all powers and perform all duties typically associated with municipal ownership, ensuring compliance with applicable laws, regulations, and standards. Lessee shall have the right to make decisions regarding the operation, staffing, and maintenance of the Lift Station, as well as the implementation of necessary improvements and modifications to ensure efficient and effective service.

5. Insurance; Indemnity; Immunity

- a. **Insurance.** During the Term, Lessee shall insure, or self-insure, the Premises as if it were owned by the Lessee itself. This coverage shall be consistent with municipal standards and practices, ensuring comprehensive protection against risks typically covered for municipally owned facilities. Lessee shall maintain insurance or self-insurance for property damage, liability, and any other necessary coverage to safeguard the Premises and its operations. Lessee shall provide evidence of such coverage upon request by Lessor.

b. Indemnity.

- i. By Lessee. To the extent permitted by law, Lessee shall indemnify, defend, and hold harmless Lessor and its officers, directors, employees, and agents from and against claims, damages, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of Lessee's use, operation, maintenance, or Decommissioning of the Lift Station on the Premises, except to the extent caused by the gross negligence or willful misconduct of Lessor.
 - ii. By Lessor. Lessor shall indemnify, defend, and hold harmless Lessee and its officers, officials, employees, and agents from and against claims, damages, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of Lessor's construction activities and Lessor's breach of this Lease, except to the extent caused by the gross negligence or willful misconduct of Lessee.
- c. **Sovereign Immunity.** Nothing herein shall be construed as a waiver by Lessee of any immunities, defenses, limitations of liability, or rights under applicable law. Any indemnity by Lessee is subject to and limited by applicable law.

6. Damage;

- a. **Casualty.** In the event of damage or destruction to the Lift Station due to casualty, Lessee shall be responsible for repairing and rebuilding the Lift Station to restore it to its operational condition. Lessee shall promptly commence and diligently pursue all necessary repairs and reconstruction to ensure the Lift Station is fully functional and compliant with applicable standards and regulations. During the repair and rebuilding process, Lessee shall coordinate with Lessor to minimize disruption and ensure timely completion of the restoration work. Lessee shall bear all costs associated with the repair and rebuilding efforts.

7. Assignment; Subletting; Encumbrances

- a. **Assignment and Subletting by Lessee.** Lessee shall not assign this Lease or sublet the Premises without Lessor's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed; provided, however, that no consent shall be required for assignment to any public entity successor or affiliate, or for contracting with operators or contractors to perform activities authorized by the this Lease and the Annexation Agreement.
- b. **Assignment by Lessor.** Lessor may assign, transfer, or delegate some or all of Lessor's rights and/or obligations under this Lease to a homeowners association, condominium association, property owners association, or other similarly situated association or common interest community entity with jurisdiction over the Premises (each, an "Association"), upon the written agreement of Lessee.
- c. **Encumbrances by Lessor.** Lessor shall not grant any lien, mortgage, or other encumbrance affecting the Premises that would unreasonably interfere with Lessee's rights under this Lease.

8. **Notices.** All notices, approvals, and other communications under this Lease shall be in writing and deemed given when delivered personally, sent by reputable overnight courier, or deposited in the United States mail, certified, return receipt requested, postage prepaid, addressed as follows, or to such other address as a Party may designate by notice: To Lessor: Redtail Heights, LLC, Attn: Jeff Jenkins, 6620 West Shore Drive, Lincoln, NE 68516. To Lessee: Lincoln Transportation and Utilities Department, Attn: Superintendent of Wastewater Collection, 555 S. 10th Street, Lincoln, NE 68508.
9. **Surrender and Restoration.** Upon termination of this Lease pursuant to Section 1.c, and following completion of Decommissioning and Restoration, Lessee shall surrender the Premises to Lessor.

Dated this 18 day of JUNE, 2026 by City.

“CITY”

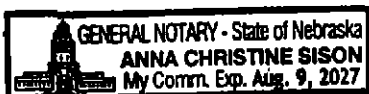
CITY OF LINCOLN, NEBRASKA,
a municipal corporation

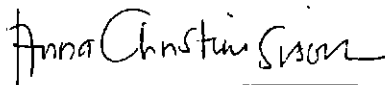
By: _____


Leirion Gaylor Baird, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 18 day of JUNE, 2026, by Leirion Gaylor Baird, Mayor of City of Lincoln, Nebraska, a municipal corporation, on behalf of the municipal corporation.



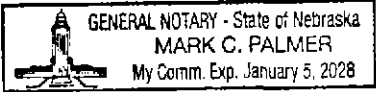


Notary Public

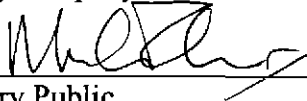
REDTAIL HEIGHTS, LLC,
a Nebraska limited liability company

By: 
Jeffrey Jenkins, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)



The foregoing instrument was acknowledged before me this 14th day of May, 2026, by Jeffrey Jenkins, Manager of **Redtail Heights, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.


Notary Public