

**TRANSFER OF OWNERSHIP
RESTRICTION AGREEMENT**

This Transfer of Ownership Restriction Agreement (the "Agreement") is made this _____ day of Month _____, 20____, by and between the City of Lincoln, Nebraska, a municipal corporation ("City") and ("Owner").

RECITALS

- A. Owner owns certain real estate located in Lincoln, Nebraska, commonly known as _____ and legally described as _____,

City of Lincoln, Lancaster County, Nebraska (the "Property").

- B. Owner intends for the Property to operate as a single premises for the purposes of City of Lincoln Building Code.
- C. In lieu of preparing a new final plat for the Property combining the previously created lots, Owner agrees it will not sell, lease, transfer, or otherwise convey Lot _____ or Lot _____ separately from the other and that Owner shall, for any and all purposes until such time as this Agreement is terminated with the consent of the City, treat the lots otherwise included in the Property as a single premises.
- D. City agrees that in consideration of the restrictions stated herein prohibiting the sale, transfer, lease, or conveyance of any portion of the Property separate from any other portion of the Property, City will consider the lots included in the Property as a single premises for purposes of reviewing any pending or future building permits for compliance with applicable Lincoln Building Code requirements.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the facilities described herein and the further consideration of One and No/100 Dollar (\$1.00), the receipt of which is hereby acknowledged, Grantor

does hereby convey to Grantee a building restriction easement on the Property as follows:

1. **Restrictive Covenant.** Owner, its respective successors and assigns, does hereby voluntarily restrict its ability to sell, lease, transfer, or otherwise convey any portion of the Property without conveying the Property in its entirety. This restriction is made knowingly and in acknowledgement that the Property consists of two separate lots, as that defined in the City of Lincoln Subdivision Ordinance, and that said lots could be sold or conveyed independent of the other absent the restrictions stated herein.

2. **Binding Effect.** This Easement shall be permanent and shall be appurtenant to and run with the Property. This restriction upon the right to sell, transfer, lease, or convey the Property shall also be binding upon the heirs, executors, administrators, successors and assigns of the Owner.

3. **City Acknowledgement.** By executing this Transfer of Ownership Restriction Agreement, City acknowledges and concedes that for purposes of considering permits applicable to the construction of improvements on the Property as well as for purposes of measuring required setbacks, minimum area requirements, average lot width, and lot frontage, the Property shall be considered a single premises despite the legal lot boundary otherwise separating the lots included in the Property.

4. **Termination.** This Agreement shall only be terminated pursuant to a written release granted by the City at the request of the Owner, its successors or assigns. City shall have discretion to release Owner from this Agreement based entirely on the circumstances at the time of the request to release.

5. **Other Agreements.** This Agreement shall constitute the entire agreement between the Owner of the Property and the City with respect to the subject matter hereof.

6. **Further Assurances.** Each undersigned party will, whenever it shall be reasonably requested to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, any and all such further conveyances, confirmations, instruments, or further assurances and consents as may be necessary or proper, in order to effectuate the covenants and agreements herein provided. Each of the undersigned parties shall cooperate in good faith with the other and shall do any and all other acts and execute, acknowledge and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Easement.

(SIGNATURE AND NOTARY PAGE FOLLOWS)

Dated this ____ day of _____, 20__.

CITY OF LINCOLN, NEBRASKA, a
municipal corporation

David Cary, Planning Director

“OWNER”

By: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____ 20__, by Planning Director of the City of Lincoln, Nebraska, a municipal corporation, on behalf of the corporation.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____ 20__, by _____.

Notary Public