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9/30/2006



**DEVELOPMENT AGREEMENT
(COALITION VERSION)**

\$297.50

This Development Agreement ("Agreement") is made and entered into as of this 14th day of October, 2006 by and between the **City of Lincoln, Nebraska**, a municipal corporation ("City"), **Union Bank & Trust Company**, a Nebraska corporation ("Escrow Agent"), **Northern Lights, L.L.C.**, a Nebraska limited liability company ("Northern Lights"), **3800 Normal, LLC**, a Nebraska limited liability company ("3800 Normal"), **Southview Holding Company, Inc.**, a Nebraska corporation ("SVHC"), **The Catholic Bishop of Lincoln**, a Nebraska non-profit corporation ("Catholic Bishop"), **Carlton W. Talcott**, a single person ("CWT"), **Milton L. Talcott and Carol A. Talcott**, husband and wife (collectively "M&CT"), **Marion Talcott, Inc.**, a Nebraska corporation ("M. Talcott, Inc."), **Developments Unlimited, LLP**, a Nebraska limited liability partnership ("Developments Unlimited"), **Fred H. Smith and Janet L. Smith**, husband and wife (collectively "Smith"), **The Bernita J. Daharsh Revocable Trust**, dated **November 15, 2000**, **Bernita J. Daharsh**, Trustee and **Clinton T. Daharsh**, Trustee (collectively "Daharsh Trustees"), **Donna Lea O'Connor**, Trustee of the **Donna Lea O'Connor Revocable Trust** ("O'Connor Trustee"), **Charles J. Marquardt and June N. Marquardt**, husband and wife ("C&JM"), **Milton L. Talcott, Trustee and Carol A. Talcott, Trustee** ("M&CT Trustees"), **Talcott Land & Cattle, Inc.**, a Nebraska corporation ("Talcott Land"), and **Milton L. Talcott, Trustee** ("M. Talcott Trustee"). The parties may hereinafter jointly be referred to as the "Parties" or individually as a "Party." C&JM is sometimes referred to herein as "Marquardt Group 1." O'Connor Trustee and C&JM are sometimes referred to herein as "Marquardt Group 2." Northern Lights, 3800 Normal, SVHC, Catholic Bishop, CWT, M&CT, M. Talcott Inc., Developments Unlimited, Smith, Daharsh Trustees, Marquardt Group 1, Marquardt Group 2, M&CT Trustees, Talcott Land and M. Talcott Trustee may hereinafter individually be referred to as "Landowner" and jointly be referred to as "Landowners."

RECITALS

A. Landowners desire to cause the eventual urban development of approximately 726 acres of land (collectively "Property") located in the SE-1 and S-3 basins in Lancaster County, Nebraska, as shown on the site map and legally described on Exhibit 1, which is attached hereto and incorporated herein by this reference. Developments Unlimited has entered into

a purchase agreement with Talcott Farms to acquire the Talcott Farms' property shown on Exhibit 1. The City finds that the eventual urban development of the Property is in the public's interest.

B. The City is in preliminary design on a second parallel Beal Slough trunk sewer line from South 27th Street to South 56th Street ("City Trunk Sewer 1 Base"). The Landowners have requested that this second parallel Beal Slough trunk sewer line be up-sized to have capacity to sewer the Property, and said up-sized design and construction is hereinafter referred to as the "City Trunk Sewer 1 Overage". Black and Veatch Engineers have prepared a sewer capacity analysis for the City Trunk Sewer 1 Overage. A preliminary site plan for the City Trunk Sewer 1 Overage is attached hereto marked as Exhibit 2 and is incorporated herein by this reference.

C. The City is in the process of final design for the extension of the Upper Beal Slough trunk sewer line from Pine Lake Road to generally Yankee Hill Road ("City Trunk Sewer 2 Base"). The Landowners have requested that the Upper Beal Slough trunk sewer line be up-sized to have capacity to sewer the Property and said up-sized design and construction is hereinafter referred to as the "City Trunk Sewer 2 Overage". EA Engineering has prepared a sewer capacity analysis for the City Trunk Sewer 2 Overage. A preliminary site plan for the City Trunk Sewer 2 Overage is attached hereto marked as Exhibit 3 and is incorporated herein by this reference. EA Engineering, working in collaboration with the City Public Works Department and Civil Design Group, is preparing the final design of the City Trunk Sewer 2 Overage.

D. 3AP SE, L.L.C., Midwest Net Lease, and Carl R. Schmidt and Vicki A. Schmidt (collectively "North Neighbors") own the real estate north of the Property. The North Neighbors are in final design on the extension of the Beal Slough trunk sewer line from generally Yankee Hill Road to near the southern lot line of Lot 31, located in the Northwest Quarter of Section 27, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska ("Segment A & B Base"). Landowners have requested to the City that the Segment A & B Base be up-sized and constructed to have capacity to sewer the Property, and said up-sized design and construction is hereinafter referred to as the "Segment A & B Overage". ESP Engineering has prepared the preliminary sewer plan for Segment A & B Base. Civil Design Group has prepared a preliminary sewer plan for Segment A & B Overage. A preliminary site plan for Segment A & B Overage is attached hereto marked as Exhibit 4 and is incorporated herein by this reference. ESP Engineering, working in collaboration with the City Public Works Department and Civil Design Group, will also prepare the final design of Segment A & B Overage.

E. City Trunk Sewer 1 Overage, City Trunk Sewer 2 Overage and Segment A & B Overage are collectively referred to as the "City Sewer Project". If the City Sewer Project is implemented, then the City's sanitary sewer collection and treatment systems would have capacity to sewer the Property.

F. The City Sewer Project costs are not shown in the City's current Capital Improvement Plan. Each Landowner, at its expense, is willing to fund its pro rata share of the construction of the City Sewer Project in order to enable gravity sewer service to the Property based upon the "City Sewer Project" Cost Breakdown Chart #1 of the Preliminary Opinion of Probable Costs with City Contribution attached hereto as Exhibit 7 and incorporated herein by this reference, which Chart shows each Landowner's pro rata share of the City Sewer Project Costs. Landowners and City acknowledge that the City Sewer Project is an impact fee facility, but will not be reimbursed by the City.

G. In order to gravity flow the Property through the City Sewer Project, the following internal gravity flow trunk sewer lines need to be designed and constructed: (i) Segment C and Segment D (collectively "Segment C and Segment D"), as shown on Exhibit 5 which is attached hereto and incorporated herein by this reference, and (ii) Segment E, Segment F-1, Segment F-2, Segment G-1, Segment G-2, Segment H-1, Segment H-2 and Segment H-3, as shown on Exhibit 8 which is attached hereto and incorporated herein by this reference. Segment C and Segment D are part of the Rokeby Road Project described below. Segment E, Segment F-1, Segment F-2, Segment G-1, Segment G-2, Segment H-1, Segment H-2 and Segment H-3 are part of the Landowner Sewer Project described below.

H. In order to gravity flow the Property through the City Sewer Project, the following "Rokeby Road Project" needs to be designed and constructed: (i) Segment C and Segment D from the terminus of the City Sewer Project through the Property in one or more phases; (ii) Rokeby Road from South 70th Street to South 84th Street has to be re-graded (in one or more grading phases) from its existing ground profile to an urban cross section roadway (120/130 feet wide) ("Rokeby Road Urban Grading"), as generally shown on Exhibit 6-1, Exhibit 6-2 and Exhibit 6-3 which are attached hereto and incorporated herein by this reference; and (iii) certain sections of the Property have to be re-graded and certain sections of Rokeby Road need additional re-grading and re-rocking from its Rokeby Road Urban Grading to its finish ground profile to permit the construction of Segment C and Segment D (collectively "Rokeby Road Sewer Grading") as shown on the cross-sections on Exhibit 6-2 and Exhibit 6-3. Civil Design Group has prepared a preliminary plan for the Rokeby Road

Project. Said preliminary plan is shown on Exhibit 5, Exhibit 6-1, Exhibit 6-2 and Exhibit 6-3. Landowners and City acknowledge that detailed plans for the Rokeby Road Project will be submitted to the City for approval in the future. Said combined Rokeby Road Urban Grading and Rokeby Road Sewer Grading design and the applicable executed deeds for right-of-way, temporary and permanent easements may be submitted to the City for approval in one grading phase (with a retaining wall) or submitted in two or more grading phases (without the retaining wall in the first phase) as generally shown on Exhibit 6-3.

I. The Rokeby Road Project costs are not shown in the City's current Capital Improvement Plan. Each Landowner, at its costs, is willing to fund its pro rata share of the design and construction of the Rokeby Road Sewer Grading portion of the Rokeby Road Project in order to enable gravity sewer service to the Property based upon the "Rokeby Road Sewer Grading" amounts shown on the Chart #1 in Exhibit 7. City, at its expense, is willing to fund the Rokeby Road Urban Grading and Segment C and Segment D as Impact Fee Ordinance facilities.

J. Segment C and Segment D are Sewer Impact Fee Facility Improvements. As Sewer Impact Fee Facility Improvements, the City is responsible at its own cost and expense to design, construct and implement Segment C and Segment D. Talcott Farms, Catholic Bishop, CWT, M&CT, M. Talcott Inc., Developments Unlimited, Smith, Daharsh Trustees, Marquardt Group 1, Marquardt Group 2, Talcott Trustee, M&CT Trustees, Talcott Land and M. Talcott Trustee (individually and collectively "Segment C and Segment D Lender") will design, competitively bid, grade, implement and fund its pro rata share of Segment C and Segment D as shown on Chart #1 in Exhibit 7 as an Impact Fee Facility Improvement through the City's Executive Order process (and the City will coordinate with the Lancaster County Engineer's Office, if necessary) in one or more phases as part of the Rokeby Road Project. The City agrees to use its best efforts to reimburse the Segment C and Segment D Lender for Segment C and Segment D pursuant to Paragraph 4 below.

K. Rokeby Road Urban Grading is an Arterial Street Impact Fee Facility Improvement. The City is responsible at its own cost and expense to design, grade and implement the Rokeby Road Urban Grading as an Arterial Street Impact Fee Facility Improvement. Talcott Farms, Catholic Bishop, M&CT, M. Talcott, Inc., and Developments Unlimited (individually and collectively "Rokeby Road Urban Grading Lender") will design, competitively bid, grade, implement and fund its pro rata share of the Rokeby Road Urban Grading as shown on Exhibit 6-2 as an Impact Fee Facility Improvement through the City's Executive Order process (and the City will coordinate with the Lancaster County Engineer's Office, if necessary) in one or more phases as part of the Rokeby Road

Project. The City agrees to use its best efforts to reimburse the Rokeby Road Urban Grading Lender for the Rokeby Road Urban Grading pursuant to Paragraph 4 below.

L. In order to gravity flow the Property through the City Sewer Project and Rokeby Road Project: (i) certain sections of the Property may have to be re-graded and (ii) internal gravity flow trunk sewer lines greater than eight (8) inches in size (Segment E, Segment F-1, Segment F-2, Segment G-1, Segment G-2, Segment H-1, Segment H-2 and Segment H-3, as shown on Exhibit 8) need to be designed and constructed from the terminus of the Rokeby Road Project through the Property in one or more phases (collectively "Landowner Sewer Project") as part of City preliminary platting process.

M. Those portions of the Landowner Sewer Project that are greater than eight (8) inches in size are Sewer Impact Fee Facility Improvements. As Sewer Impact Fee Facility Improvements, the City is responsible at its own cost and expense to design, construct and implement the Landowner Sewer Project. M&CT, M. Talcott Inc., Developments Unlimited, Smith, Daharsh Trustees, Marquardt Group 1, Marquardt Group 2, Talcott Trustee, M&CT Trustees, Talcott Land and M. Talcott Trustee as the applicable Landowner(s) (individually and collectively "Landowner Sewer Project Lender") will design, competitively bid, grade, implement and fund its pro rata share of the Landowner Sewer Project as shown on Chart #2 in Exhibit 7 as an Impact Fee Facility Improvement through the City's Executive Order process in one or more phases. The City agrees to use its best efforts to reimburse Landowner Sewer Project Lender for the Landowner Sewer Project pursuant to Paragraph 4 below.

N. Landowners have requested the City to issue a private placement bond with Landowners ("Bond Ordinance"). Said Bond Ordinance further describes the City's agreement to reimburse Landowners for Impact Fee Facility Improvements described in this Agreement pursuant to Paragraph 4 below.

O. The City has approved a waiver to the City's Sanitary Sewer Design Standard 2.1 which states that "the transfer of wastewater from one watershed to another by any means, such as a lift station or construction of a sanitary sewer which cuts through the ridge separating watersheds, shall not be permitted." This waiver permits the gravity flow of Segment C and Segment D and the Landowner Sewer Project. Subject to the final City approval of a Rokeby Road Project design generally in conformance with Exhibit 5, Exhibit 6-1, Exhibit 6-2, Exhibit 6-3 and Exhibit 8, the City agrees to grant the necessary waivers to the City's Sanitary Sewer Design Standard 3.6 to permit Segment D of the Rokeby Road Project to have a sewer line depth of greater than fifteen (15) feet but not exceeding twenty-five (25) feet.

P. In consideration of the Landowners' commitment to fund the City Sewer Project and the Landowners' portion of the Rokeby Road Project, the City is willing to adopt the Comprehensive Plan Amendments as shown on Exhibit 9, which is attached hereto and incorporated herein by this reference, for the Property ("Comprehensive Plan Amendments"). The Comprehensive Plan Amendments are summarized below:

1. Amend the 2025 Future Service Limit (FSL) to add the Property;
2. Change the Property from Tier 1 and Tier 2 to Tier 1, Priority A; and
3. Change the future land use designation of the Property within the FSL from Agricultural to Urban Residential.

Q. The Landowners hereby jointly and severally agree to appoint Union Bank and Trust Company, of Lincoln, Nebraska Escrow Agent to serve as Escrow Agent on behalf of the Landowners under the terms and conditions of this Agreement. Landowners have appointed Escrow Agent to facilitate certain escrows and other portions of this Development Agreement. The City and Landowners reserve the right to use the Escrow Agent to facilitate or transact any covenant, activity or obligation described herein between the City and Landowners, including, but not limited to payments, loans, repayments, reimbursements, notices, communications, approvals or provide such additional requested Guaranteed Payments or other security of the Landowners as described herein. The Escrow Agent on behalf of the Landowners will deliver and receive such payments, loans, repayments, reimbursements, notices, communications, approvals or provide such additional requested Guaranteed Payments or other security of the Landowners as described herein between the City and Landowners to the extent funds have cleared and are available.

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

1. Design of the City Sewer Project and Rokeby Road Project.

a. **City Trunk Sewer 1 Overage.** The City agrees to use its best efforts to cause the final design of the City Trunk Sewer 1 Overage in order to provide adequate capacity for the Property. However, the timing of this activity will not impede or slow down the City's approval of any annexation, final plat, use permit or special permit for the Property. The City, at its expense, shall pay for the final design of the City Trunk Sewer 1 Overage.

b. **City Trunk Sewer 2 Overage.** The City agrees to use its best efforts to cause the final design of the City Trunk Sewer 2 Overage to be completed by October, 2006 as generally described on Exhibit 3. The City, at its expense, shall pay for the final design of the City Trunk Sewer 2 Overage.

c. **Segment A & B Overage.** The City will use its best efforts to show the Segment A & B Base design costs to be funded by the City, at its expense, in Year Three of the 2006/07 Six Year Capital Improvement Program. The City agrees to use its best efforts to complete or cause the final design of the Segment A & B Overage to be completed by December 2008 as generally described on Exhibit 4. The City is responsible to pay for the equivalent final design costs of the Segment A & B Base ("Equivalent Base Cost"). Landowners are responsible to pay for the difference between the Equivalent Base Cost and the final design cost of the Segment A & B Overage, "Segment A & B Difference." Each Landowner at its expense, will pay the Escrow Agent to hold in escrow on behalf of the City its estimated pro rata share of the Segment A & B Difference based upon its pro rata share set forth on Chart #1 in Exhibit 7. The Escrow Agent will pay said escrowed funds to the City within thirty (30) days receipt of written notice from the City of its approval of the final design of the Segment A & B Overage. If the amount of funds in escrow is not sufficient to pay said Segment A and Segment B Difference, each Landowner shall pay the City its pro rata share of the unfunded Segment A & B Difference based upon its pro rata share set forth on Chart #1 in Exhibit 7.

In the event a Landowner(s) needs the Segment A & B Overage to be designed earlier than the time frame of the City, then said Landowner(s) may cause the final design of the Segment A & B Overage to be completed, subject to the City's prior approval of the design engineer and the design engineer's fee. The total design fee for the Segment A & B Overage will be advanced by the applicable Landowner(s) ("Segment A & B Lender"). The City agrees to reimburse the Segment A & B Lender for the design of the Equivalent Base Cost as an Impact Fee Facility Improvement pursuant to Paragraph 4 below. The City further agrees to use its best efforts to reimburse the Equivalent Base Cost by December, 2008 pursuant to Paragraph 4 below.

In the event the Segment A & B Overage is designed by the Segment A & B Lender, then each applicable Landowner, at its expense, will pay the Escrow Agent to hold in escrow on behalf of the Segment A & B Lender its estimated pro rata share of the Segment A & B Difference based upon its pro rata share set forth on Chart #1 in Exhibit 7. The Escrow Agent will pay said escrowed funds to the Segment A & B Lender within thirty (30) days following receipt of written notice from the City that the City has approved the final design of the Segment A & B Overage. If the amount of funds in escrow is not sufficient to pay the actual costs of the Segment A & B Difference, then each applicable Landowner shall pay the Segment A & B Lender its pro rata share of the unfunded Segment A & B Difference based upon its pro rata share set forth in Chart #1 in Exhibit 7.

d. Rokeby Road Project.

i. The Landowners shall design the Rokeby Road Project through the City's executive order process at the Landowners' own cost and expense subject to reimbursement pursuant to Paragraph 4 below. The Rokeby Road Project design and the applicable executed deeds for right-of-way, temporary and permanent easements may be submitted to the City for approval in one grading phase (with retaining wall) or submitted in two or more grading phases (without the retaining wall in the first phase) as generally shown on Exhibit 6-3. Prior to the preparation of the design of the Rokeby Road Project, the Landowners will seek the City's prior approval of the design engineer and the design engineer's fee. The Rokeby Road Project and the applicable executed deeds for right-of-way, temporary and permanent easements for Rokeby Road Project construction shall be submitted to the City for approval and acceptance on or before nine (9) months after the annexation by the City of any portion of the property that (a) requires the Rokeby Road Project in order to provide sewer service to all or a portion of the Property, or (b) needs to improve Rokeby Road to an Urban Standard ("Rokeby Road Project Completion Date").

In the event a Landowner(s) needs Segment C and Segment D to be designed earlier than the Rokeby Road Project Completion Date, then said Landowner(s) may cause the final design of Segment C and Segment D to be completed subject to the City's prior approval of the design engineer and the design engineer's fee. Said design fee will

be advanced by the Segment C and Segment D Lender subject to reimbursement pursuant to Paragraph 4 below.

The City agrees to reimburse the applicable Landowners/Segment C and Segment D Lender for the final design cost for Segment C and Segment D as an Impact Fee Facility Improvement pursuant to Paragraph 4 below. Notwithstanding the above, the City will use its best efforts to show said Segment C and Segment D design cost to be funded by the City, at its expense, in Year One of the 2012-13 Six-Year Capital Improvement Program. The City further agrees to use its best efforts to reimburse the Landowners/Segment C and Segment D Lender for the cost of said design by December, 2012 pursuant to Paragraph 4 below.

ii. As part of the executive order process, the Landowners, at Landowners' expense subject to reimbursement pursuant to Paragraph 4 below, will submit the combined Rokeby Road/Urban Grading and Rokeby Road Sewer Grading (collectively "Rokeby Road Grading") design and the applicable executed deeds for right-of-way, temporary and permanent easements to the City for approval and acceptance prior to the Rokeby Road Project Completion Date. The City is responsible to pay for the equivalent final design costs of the Rokeby Road Urban Grading ("Equivalent Base Cost"). Landowners are responsible to pay for the difference between the Equivalent Base Cost and the final design cost for Rokeby Road Grading ("Rokeby Road Sewer Grading").

Each Landowner, at its expense, will pay the Escrow Agent to hold in escrow, on behalf of the City, each Landowner's estimated pro rata share of the design costs for Rokeby Road Sewer Grading based upon the Landowner's pro rata share set forth on Chart #1 in Exhibit 7. The Escrow Agent will pay said escrowed funds for the Rokeby Road Sewer Grading to the applicable Landowner that designs the Rokeby Road Grading within thirty (30) days receipt of written notice from said applicable Landowner that the City has approved the final design of the Rokeby Road Grading. If the amount of funds in escrow is not sufficient to pay said Rokeby Road Sewer Grading, each Landowner shall pay the applicable Landowner that designed the Rokeby Road Grading its pro rata share of the unfunded Rokeby Road Sewer Grading based upon its pro rata share set forth on Chart #1 in Exhibit 7.

The City's design fee for the Equivalent Base Cost will be advanced by the Rokeby Road Urban Grading Lender. The City agrees to reimburse the Rokeby Road Urban Grading Lender for the Equivalent Base Cost as an Impact Fee Facility Improvement pursuant to Paragraph 4 below. Notwithstanding the above, the City will use its best efforts to show said Equivalent Base Cost to be funded by the City, at its expense, in Year One of the 2012-13 Six-Year Capital Improvement Program. The City further agrees to use its best efforts to reimburse the Rokeby Road Urban Grading Lender for the Equivalent Base Cost by December, 2012 pursuant to Paragraph 4 below.

e. Landowner Sewer Project.

i. The applicable Landowners shall design the Landowner Sewer Project at the applicable Landowners' expense under the City's executive order process subject to reimbursement as provided in Paragraph 4 below. Prior to the preparation of the design of all or any segment of the Landowner Sewer Project, the applicable landowners will seek the City's prior approval of the design engineer and the design engineer's fee. The applicable Landowners may submit all or certain orderly segments of the Landowner Sewer Project in phases and the applicable executed deeds for right-of-way, temporary and permanent easements to the City for approval and acceptance simultaneously with or after the annexation by the City of any portion of the Property that requires all or a segment(s) of the Landowner Sewer Project in order to provide sewer service to all or a portion of the Property in phases (individually and collectively "Landowner Sewer Project Completion Date").

In the event a Landowner(s) needs all or certain segments of the Landowner Sewer Project to be designed earlier than the Landowner Sewer Project Completion Date, then said applicable Landowner(s) may cause the final design to be completed subject to the City's prior approval of the design engineer and the design engineer's fee. Said fee will be advanced by the applicable Landowner Sewer Project Lender. The City agrees to reimburse the Landowner Sewer Project Lender for said final design costs as an Impact Fee Facility Improvement pursuant to Paragraph 4 below. The City will further use its best efforts to show said design cost to be funded by the City, at its expense, in Year One of the 2012/13 Six-Year Capital Improvement Program. The City agrees to use its best

efforts to reimburse the Landowner Sewer Project Lender for the cost of said design by December, 2012, pursuant to Paragraph 4 below.

The City agrees to reimburse the Landowner Sewer Project Lender for the final design cost for the Landowner Sewer Project as an Impact Fee Facility Improvement pursuant to Paragraph 4 below. Notwithstanding the above, the City will use its best efforts to show said Landowner Sewer Project design cost to be funded by the City, at its expense, in Year One of the 2012-13 Six-Year Capital Improvement Program. The City further agrees to use its best efforts to reimburse the Landowner Sewer Project Lender for the cost of said design by December, 2012 pursuant to Paragraph 4 below.

2. Construction of the City Sewer Project and Rokeby Road Project.

a. **City Trunk Sewer 1 Overage.** The City is responsible for the cost to construct the City Trunk Sewer 1 Base. Landowners are responsible for the cost of the difference between the City Trunk Sewer 1 Base and the City Trunk Sewer 1 Overage ("City Trunk Sewer 1 Difference"). The City will use its best efforts to cause the construction of the City Trunk Sewer 1 Overage to provide adequate capacity for the Property. However, the timing of this improvement will not impede or slow down the City's approval of an annexation, final plat, use permit or special permit for the Property. The City, at its cost, shall carry out the necessary right-of-way, temporary and permanent easements acquisition, relocation assistance, utility relocations, and construction of the City Trunk Sewer 1 Overage. The City will competitively bid and construct the City Trunk Sewer 1 Overage with sewer capacity for the Property. The City agrees to use its base material chart which is updated on an annual basis to calculate the cost differences between the City Trunk Sewer 1 Base and the City Trunk Sewer 1 Overage pipe sizes as shown in Exhibit 2 in order to determine the City Trunk Sewer 1 Difference. Within 10 days of its receipt and acceptance of the City Trunk Sewer 1 Overage bid the City shall calculate the City Trunk Sewer 1 Difference and provide written notice of the same to the Escrow Agent. Within 10 days of receipt of said written notice, the Escrow Agent will notify each Landowner of the amount of the Trunk Sewer 1 Difference and request each Landowner to pay its pro rata share of the difference to the Escrow Agent to hold on behalf of the City based upon the pro-rata share set forth on Chart #1, Exhibit 7. Within 15 days of receipt of the written notice of the Escrow Agent of its

pro-rata share of the Trunk Sewer 1 Difference, each Landowner at its expense shall pay said amount to the Escrow Agent to hold on behalf of the City. The Escrow Agent agrees to pay said Trunk Sewer 1 Difference amounts to the City within 45 days of receipt of written notice from the City of the City's acceptance of the City Trunk Sewer 1 Overage bid.

b. City Trunk Sewer 2 Overage. The City is responsible for the cost to construct the City Trunk Sewer 2 Base. Landowners are responsible for the cost of the difference between the City Trunk Sewer 2 Base and the City Trunk Sewer 2 Overage ("City Trunk Sewer 2 Difference"). The City will use its best efforts to cause the construction of the City Trunk Sewer 2 Overage to be completed by July, 2007 and to provide adequate capacity for the Property. The City, at its cost, shall carry out the necessary right-of-way, temporary and permanent easements acquisition, relocation assistance, utility relocations, and construction of the City Trunk Sewer 2 Overage. The City will competitively bid and construct the City Trunk Sewer 2 Overage with sewer capacity for the Property. The City agrees to use its base material chart which is updated on an annual basis to calculate the cost differences between the City Trunk Sewer 2 Base and the City Trunk Sewer 2 Overage pipe sizes as shown in Exhibit 2 in order to determine the City Trunk Sewer 2 Difference. Within 10 days of its receipt and acceptance of the City Trunk Sewer 2 Overage bid the City shall calculate the City Trunk Sewer 2 Difference and provide written notice of the same to the Escrow Agent. Within 10 days of receipt of said written notice, the Escrow Agent will notify each Landowner of the amount of the Trunk Sewer 2 Difference and request each Landowner to pay its pro rata share of the difference to the Escrow Agent to hold on behalf of the City based upon the pro-rata share set forth on Chart #1, Exhibit 7. Within 15 days of receipt of the written notice of the Escrow Agent of its pro-rata share of the Trunk Sewer 2 Difference, each Landowner at its expense shall pay said amount to the Escrow Agent to hold on behalf of the City. The Escrow Agent agrees to pay said Trunk Sewer 2 Difference amounts to the City within 45 days of receipt of written notice from the City of the City's acceptance of the City Trunk Sewer 2 Overage bid.

c. Segment A & B Overage. The City is responsible for the cost to construct the Segment A & B Base. Landowners are responsible for the cost of the difference between the Segment A & B Base and the Segment A & B Overage ("Segment A & B Difference").

The City will use its best efforts to cause the construction of the Segment A & B Overage to be completed by July, 2009 and to provide adequate capacity for the Property. The City, at its cost, shall carry out the necessary right-of-way, temporary and permanent easements acquisition, relocation assistance, utility relocations, and construction of the Segment A & B Overage. The City will competitively bid and construct the Segment A & B Overage with sewer capacity for the Property. The City agrees to use its base material chart which is updated on an annual basis to calculate the cost differences between the Segment A & B Base and the Segment A & B Overage pipe sizes as shown in Exhibit 2 in order to determine the Segment A & B Difference. Within 10 days of its receipt and acceptance of the Segment A & B Overage bid the City shall calculate the Segment A & B Difference and provide written notice of the same to the Escrow Agent. Within 10 days of receipt of said written notice, the Escrow Agent will notify each Landowner of the amount of the Segment A & B Difference and request each Landowner to pay its pro rata share of the difference to the Escrow Agent to hold on behalf of the City based upon the pro-rata share set forth on Chart #1, Exhibit 7. Within 15 days of receipt of the written notice of the Escrow Agent of its pro-rata share of the Segment A & B Difference, each Landowner at its expense shall pay said amount to the Escrow Agent to hold on behalf of the City. The Escrow Agent agrees to pay said Segment A & B Difference amounts to the City within 45 days of receipt of written notice from the City of the City's acceptance of the Segment A & B Overage bid.

In the event a Landowner(s) needs the Segment A & B Overage to be constructed earlier than the time frame of the City, then said Landowner(s) may cause the construction of the Segment A & B Overage, subject to the City's executive order process. The required executive order escrow for Segment A & B Overage and construction costs for the Segment A & B Overage will be advanced by the Segment A & B Lender. The City agrees to reimburse the Segment A & B Lender for the equivalent cost of the Segment A & B Base ("Equivalent Base Cost") as an Impact Fee Facility Improvement pursuant to Paragraph 4 below. The City further agrees to use its best efforts to reimburse the Equivalent Base Cost by July, 2009 pursuant to Paragraph 4 below.

In the event the Segment A & B Overage is constructed by the Segment A & B Lender, then each applicable Landowner, at its expense, will pay the Escrow Agent to hold in escrow on behalf of the Segment A & B Lender its estimated pro rata share of the

Segment A & B Difference based upon its pro rata share set forth on Chart #1 in Exhibit 7. The Escrow Agent will pay said escrowed funds to the Segment A & B Lender within thirty (30) days following receipt of written notice from the City that the City has approved the final design of the Segment A & B Overage. If the amount of funds in escrow is not sufficient to pay the actual costs of the Segment A & B Difference, then each applicable Landowner shall pay the Segment A & B Lender its pro rata share of the unfunded Segment A & B Difference based upon its pro rata share set forth in Chart #1 in Exhibit 7.

d. Rokeby Road Project.

i. Rokeby Road Grading: The City is responsible for the cost to construct the equivalent Rokeby Road Urban Grading ("Equivalent Base Cost"). Landowners are responsible for the cost of the difference between the Rokeby Road Urban Grading and the Rokeby Road Grading ("Rokeby Road Sewer Grading"). As part of the executive order process, the Landowners, at Landowners' expense subject to reimbursement pursuant to Paragraph 4 below, will construct in one or more phases the Rokeby Road Grading prior to the Rokeby Road Project Completion Date. Each Landowner, at its expense, will pay the Escrow Agent to hold in escrow on behalf of the City its pro rata share of the required executive order escrows for Rokeby Road Grading based upon each Landowner's pro rata share set forth on Chart #1 in Exhibit 7 for Rokeby Road Sewer Grading. The Escrow Agent will post the required executive order escrow amount with the City. The applicable Landowner(s) will competitively bid and construct the Rokeby Road Sewer Grading.

The Escrow Agent will pay said escrowed funds for the Rokeby Road Sewer Grading to the applicable Landowner(s) that constructs the Rokeby Road Grading within thirty (30) days receipt of written notice from said applicable Landowner that the City has approved the substantial completion of the construction of the Rokeby Road Grading. If the amount of funds in escrow is not sufficient to pay said Rokeby Road Sewer Grading, each Landowner shall pay the applicable Landowner(s) that constructs the Rokeby Road Grading its pro rata share of the unfunded Rokeby Road Sewer Grading based upon its pro rata share set forth on Chart #1 in Exhibit 7.

The City's costs for the Equivalent Base Cost will be advanced by the applicable Rokeby Road Urban Grading Lender/Rokeby Road Grading Lender ("Rokeby Road Equivalent Base Cost Lender"). The City agrees to reimburse the Rokeby Road Equivalent Base Cost Lender for the Equivalent Base Cost as an Impact Fee Facility Improvement pursuant to Paragraph 4 below. Notwithstanding the above, the City will use its best efforts to show said Equivalent Base Cost to be funded by the City, at its expense, in Year One of the 2012-13 Six-Year Capital Improvement Program. The City further agrees to use its best efforts to reimburse the Rokeby Equivalent Base Cost Lender for the Equivalent Base Cost by December, 2012 pursuant to Paragraph 4 below.

ii. Segment C and Segment D: As part of the executive order process, the applicable Landowners, at the City's expense, will construct in one or more phases Segment C and Segment D prior to the Rokeby Road Project Completion Date. The City's costs for Segment C and Segment D will be advanced by the applicable Segment C and Segment D Lender. Each Segment C and Segment D Lender will loan and advance the Escrow Agent its pro rata share of the required executive order escrows for Segment C and Segment D based upon each Segment C and Segment D Lender's pro rata share set forth on Chart #1 in Exhibit 7. The Escrow Agent will post the required executive order escrow amount with the City. The Segment C and Segment D Lender will competitively bid and construct Segment C and Segment D on behalf of the City.

The Escrow Agent will pay said escrowed funds for Segment C and Segment D to the applicable Landowner(s) that constructs Segment C and Segment D within thirty (30) days receipt of written notice from said applicable Landowner(s) that the City has approved the substantial completion of the construction of Segment C and Segment D. If the amount of funds in escrow is not sufficient to pay said Segment C and Segment D, then each Segment C and Segment D Lender shall pay the applicable Landowner(s) that constructs Segment C and Segment D its pro rata share of the unfunded Segment C and Segment D based upon its pro rata share set forth on Chart #1 in Exhibit 7.

The City agrees to reimburse the Segment C and Segment D Lender for Segment C and Segment D as an Impact Fee Facility Improvement pursuant to

Paragraph 4 below. Notwithstanding the above, the City will use its best efforts to show said Segment C and Segment D to be funded by the City, at its expense, in Year One of the 2012-13 Six-Year Capital Improvement Program. The City further agrees to use its best efforts to reimburse the Segment C and Segment D Lender for Segment C and Segment D by December, 2012 pursuant to Paragraph 4 below.

e. Landowner Sewer Project. As part of the executive order process, the applicable Landowners, at the City's expense, will construct in one or more phases the Landowner Sewer Project on or before the applicable Landowner Sewer Project Completion Date. The City's costs for Landowner Sewer Project will be advanced by the applicable Landowner Sewer Project Lender. Each Landowner Sewer Project Lender will loan and advance the Escrow Agent its pro rata share of the required executive order escrows for Landowner Sewer Project based upon each Landowner Sewer Project Lender's pro rata share set forth on Chart #2 in Exhibit 7. The Escrow Agent will post the required executive order escrow amounts with the City. The Landowner Sewer Project Lender will competitively bid and construct Landowner Sewer Project on behalf of the City.

The Escrow Agent will pay said escrowed funds for Landowner Sewer Project to the applicable Landowner(s) that constructs Landowner Sewer Project within thirty (30) days receipt of written notice from said applicable Landowner(s) that the City has approved the substantial completion of the construction of Landowner Sewer Project. If the amount of funds in escrow is not sufficient to pay said Landowner Sewer Project, then each Landowner Sewer Project Lender shall pay the applicable Landowner(s) that constructs Landowner Sewer Project its pro rata share of the unfunded Landowner Sewer Project based upon its pro rata share set forth on Chart #1 in Exhibit 7.

The City agrees to reimburse the Landowner Sewer Project Lender for Landowner Sewer Project as an Impact Fee Facility Improvement pursuant to Paragraph 4 below. Notwithstanding the above, the City will use its best efforts to show said Landowner Sewer Project to be funded by the City, at its expense, in Year One of the 2012-13 Six-Year Capital Improvement Program. The City further agrees to use its

best efforts to reimburse the Landowner Sewer Project Lender for Landowner Sewer Project by December, 2012 pursuant to Paragraph 4 below.

3. Master Planning.

a. Drainage Master Plan. The Landowners, at their expense, agree to fund and complete a drainage master plan that includes those portions of the Property located within the Wagon Train Watershed ("Drainage Master Plan"). The Landowners agree to fund with the Escrow Agent the cost of the Drainage Master Plan based upon the applicable Landowners' pro rata share as shown on Chart #3 in Exhibit 7. The Drainage Master Plan shall consider the development of potential guidelines/BMPS/ordinance changes to assure that proper urban development of the Property will not cause major stream degradation or adverse impacts to Wagon Train Lake. In cooperation with the Lower Platte South Natural Resource District, the Landowners and City agree to jointly develop a scope for the Drainage Master Plan. The Escrow Agent, on behalf of the Landowners, agrees to hire a consultant, acceptable to the City of Lincoln to complete the Drainage Master Plan ("Drainage Consultant"). The Escrow Agent on behalf of the Landowners shall timely pay the Drainage Consultant the cost to prepare the Drainage Master Plan. Landowners and City will use their best efforts to work with the Drainage Consultant to complete the Drainage Master Plan within one hundred eighty (180) days of the date of this Agreement. No portion of the Property may be preliminarily platted until the Drainage Master Plan is completed and accepted by the City of Lincoln.

b. Property Master Plan. The Landowners, at their expense, agree to fund and complete a master plan of the Property ("Property Master Plan"). The Landowners agree to fund with the Escrow Agent the cost of the Property Master Plan based upon the applicable Landowners' pro rata share as shown as the "% of developable acres" on Chart #1 in Exhibit 7. Landowners, in cooperation with the City, agree to use their best efforts to work together to develop the Property Master Plan. Upon completion of a draft Property Master Plan generally acceptable to the Landowners, the Landowners will submit said Property Master Plan to the City for review and comments. The City agrees to provide a preliminary review and comments which will be subject to the condition that formal City approval of

annexation, rezoning and preliminary platting for the Property and each individual Landowner's tract is not being sought at this time as part of the Property Master Planning.

4. Reimbursement for Impact Fee Facility Improvements. In the event Landowners fund (or the Escrow Agent funds on behalf of a Landowner(s)) the design or construction of Impact Fee Facility Improvements described herein, then the City agrees to reimburse the Escrow Agent on behalf of such Landowner(s) for said costs, as soon as reasonably possible, from the following sources of funds:

a. Capital Improvement Program. The City agrees to use its best efforts to include the stated Impact Fee Facility Improvements, along with the potential funding source(s), in the stated City's Six-Year Capital Improvement Program described in this Agreement.

b. Directed Impact Fees. The City agrees to reimburse the Escrow Agent, on behalf of such Landowners, for the Landowners' cost to construct Impact Fee Facility Improvements with the applicable Impact Fees collected from the entire Property under the applicable Impact Fee Facility Improvements category (e.g., Wastewater, Arterial Street), subject to the following conditions:

1. Said Rokeby Road Urban Grading reimbursement shall be paid quarterly from Arterial Street impact fees actually received;

2. Said Segment C and Segment D and Landowner Sewer Project reimbursement shall be paid quarterly from Wastewater impact fees actually received from the Property; provided that no Wastewater impact fees collected prior to August 31, 2012 shall be paid under this Agreement.

3. The maturity of the reimbursement shall be until the outstanding principle amount is collected against the entire Property or is reimbursed pursuant to this Paragraph 4; and

4. Any reimbursement to be paid from impact fees shall not constitute a general obligation or debt of the City, but shall be deemed a bonded indebtedness as described in the Bond Ordinance.

c. Full Payment. Notwithstanding any contrary provision herein, the City will use its best efforts to reimburse the Escrow Agent on behalf of Landowners for principal owed from available City funds within seven (7) years from the date the Impact Fee Facility Improvement is substantially constructed.

d. City's Obligations Under This Agreement. The City represents and warrants that its obligations under this Agreement for the reimbursement of the cost to construct Impact Fee Facility Improvements are subject to the terms, conditions and covenants of the Bond Ordinance, and are lawful binding obligations incurred:

1. Pursuant to (a) Section 18-1803 to 18-1805, inclusive, Reissue Revised Statutes of Nebraska, as amended, and (b) Article IX, Section 44 of the City's Home Rule Charter with respect to the Wastewater System and shall, to the extent of the City's obligation hereunder, constitute Subordinate Indebtedness (as defined in Ordinance No. 18171 of the City).

2. Pursuant to Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended, with respect to Arterial Streets and shall, to the extent of the City's obligation hereunder, constitute an obligation junior and inferior to the City's outstanding General Obligation Highway Allocation Bonds, Series 2004 and any other highway allocation bonds of the City hereafter issued pursuant to Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended.

5. Right-of-ways and Easements. After approval by the City of the design of the City Sewer Project, Rokeby Road Project and Landowner Sewer Project, the City, with the cooperation of the applicable Landowners, shall acquire all right-of-ways and temporary and permanent nonexclusive easements necessary for the construction and operation of the City Sewer Project, Rokeby Road Project and Landowner Sewer Project as soon as reasonably possible. The costs of the right-of-way and temporary and permanent easements including, but not limited to, the amount of any condemnation award, court costs, expert witness fees, testing fees, interest, and City staff time shall be paid by the City and included as part of the City's project cost of the City Sewer Project, Rokeby Road Project and Landowner Sewer Project. The City is authorized to utilize condemnation, if necessary, to acquire the right-of-way, temporary easements and permanent easements. Notwithstanding the above, the applicable Landowners shall convey, at no cost to the City, all right-of-way, temporary easements and permanent nonexclusive easements determined necessary by the City for the construction and operation of the City Sewer Project, Rokeby Road Project and Landowner Sewer Project within such Landowner's Property. Until the applicable City Sewer Project, Rokeby Road Project and Landowner Sewer Project are constructed, the Landowners are entitled to farm the right-of-ways and easement areas. The Landowners waive and hold the City and other Landowners harmless for damages to crops and/or the Property that is subject to said right-of-ways and easement areas when the City or other Landowners construct the improvements in question.

6. Waiver of Sanitary Sewer Design Standard 2.1. The City acknowledges that the Rokeby Road Project and Landowner Sewer Project require certain sections of the Property to be regraded by the Landowners and internal gravity flow trunk sewer lines need to be designed and constructed by the Landowners from the terminus of the City Sewer Project through the Property as generally shown on Exhibit 5, Exhibit 6-1, Exhibit 6-2, Exhibit 6-3 and Exhibit 8. The City has granted the necessary waivers to the City's Sanitary Sewer Design Standard 2.1 to permit the City

Sewer Project, Rokeby Road Project and Landowner Sewer Project. Subject to the final City approval of a Rokeby Road Project design generally in conformance with Exhibit 5, Exhibit 6-1, Exhibit 6-2, Exhibit 6-3 and Exhibit 8, the City agrees to grant the necessary waivers to the City's Sanitary Sewer Design Standard 3.6 to permit Segment D of the Rokeby Road Project to have a sewer line depth of greater than fifteen (15) feet but not exceeding twenty-five (25) feet.

7. Concurrent Approval of Comprehensive Plan Amendments. The City has concurrently approved the following Comprehensive Plan Amendments, which are described on Exhibit 9 and summarized below:

1. Amend the 2025 Future Service Limit (FSL) to add the Property;
2. Change the Property from Tier 1 and Tier 2 to Tier 1, Priority A; and
3. Change the future land use designation of the Property within the FSL from Agricultural to Urban Residential.

8. Other Sewer Improvements. The City will use its best efforts to provide the sewer capacity for the Property within the other downstream Beal Slough basin trunk line, Salt Creek basin trunk line and Theresa Street Treatment Plant to allow the urban development of the Property.

9. 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, acquisition of right-of-way from a third party (but excluding any Landowner), construction costs, publication costs, financing costs, and related miscellaneous costs. For purposes of this Agreement, the words and phrases "expense" or "entire expense" 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, *but shall not include* acquisition of right-of-way and easements. For purposes of this Agreement, the words and phrases "construct" or "construction" shall include proper drainage, utility relocation (electric, cable, phone, communication, fiber optic, gas, water, rural water, and sediment) and erosion controls and measures. "Pro rata share" shall mean a Party's share of a cost or expense equal to the estimated costs or expenses as shown in a specific column in Exhibit 7 divided by the "Total" and said result expressed as a percentage of one hundred (100) percent.

10. Guaranteed Payment of City Sewer Project. The City hereby acknowledges receipt of a bond, escrow, letter of credit, or other security agreement, approved by the City Attorney, in a total amount equal to: (a) \$484,000 for the estimated extra construction costs for the City Trunk Sewer 1 Overage; (b) \$50,000 for the estimated extra construction costs for the City Trunk Sewer 2 Overage; and (c) \$353,000 for the estimated extra design and construction costs for the Segment A & B Overage.

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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, Landowner, 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.

17. 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.

18. Default. In the event any Landowner default in fulfilling any of its covenants and responsibilities as set forth in this Agreement, then the City may in its legislative authority amend the Comprehensive Plan 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. In the event the City defaults in fulfilling any of its covenants and responsibilities as set forth in this Agreement, then a Landowner may take such remedies, legal or equitable, to enforce this Agreement or to obtain damages for its breach.

19. 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.

20. Recordation. This Agreement or a memorandum thereof shall be filed in the Office of the Register of Deeds of Lancaster County, Nebraska at the City's cost and expense.

21. Engineering Services. The uniform procedure for the selection of professional consultants set forth in Executive Order No. 58026 dated August 6, 2003 need not be utilized to select the engineer to design the required improvements to be installed by City, Landowners, or North Neighbors. EA Engineering, ESP Engineering, Black and Veatch and Civil Design Group have performed preliminary design work and continuing utilization of EA Engineering, ESP Engineering, Black and Veatch and Civil Design Group will avoid delay, inefficiencies, lack of coordination, and duplication of effort.

22. No Other Infrastructure Improvements Addressed. The City understands that the Landowners at a later date will be submitting a request for annexation, zoning and preliminary plats for the Property and this Agreement is not contingent upon the approval of annexation, zoning or preliminary plats of the Property. The Parties acknowledge that actual annexation of any portion of the Property will require additional infrastructure improvements, such as roads, water lines, sewer lines, parks and trails.

23. 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. The approval or consent of a Party shall be deemed to have been given, unless within fourteen (14) days of the request for such approval or consent, the receiving Party, notifies the requesting Party that the receiving Party is denying such approval or consent. The 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.

24. Written Certification. In addition to any other information which may reasonably be requested, any Party shall without charge, at any time and from time to time hereafter, within fourteen (14) days after written request from another Party for the same, certify by written instrument duly executed and acknowledged to any person, firm or corporation the following information which was specified in such request:

- a. Whether this Agreement has been supplemented or amended, and if so, the substance and manner of such supplement or amendment;
- b. Whether this Agreement is still valid;
- c. The existence of any default under this Agreement;
- d. The existence of any claims or amounts owed to such Party by any other Party; and
- e. The expiration dates of the term of this Agreement.

Any such certificate may be relied on by the Party who requested it and by any other person, firm or corporation to whom it may be exhibited or delivered, and the contents of the certificate shall be binding on the Party executing it.

25. **Notice.** Any notices required to be forwarded to a Party hereto shall be deemed appropriately sent, if deposited in the United States Mail, sufficient postage prepaid, addressed as follows:

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

with a copy to:
City Attorney
575 South 10th Street
Lincoln, NE 68508

- (2) If to Escrow Agent:

Union Bank and Trust Company
6801 South 27th Street P.O. Box 82535
Lincoln, NE 68501
Attention: Chad Melcher

with a copy to:

R. J. Shortridge
Perry, Guthery, Haase & Gessford, P.C., L.L.O.
233 South 13 Street, Suite 1400
Lincoln, NE 68508

- (3) Northern Lights:

Tom White and John Brager
P.O. Box 22296,
Lincoln, NE 68542-2296

- (4) If to 3800 Normal:

John Schleich
8644 Executive Woods Drive
Lincoln, NE 68512

- (5) If to SVHC:

Southview Holding Company
Attention: John F. Schleich
8644 Executive Woods Drive
Lincoln, NE 68512

(6) If to Talcott Farms:

Talcott Farms Inc
13707 Rokeby Road
Bennet, NE 68317

with a copy to:

Developments Unlimited
Attention: John F. Schleich
8644 Executive Woods Drive
Lincoln, NE 68512

(7) If to Catholic Bishop:

The Catholic Bishop of Lincoln
P.O. Box 80328
Lincoln, NE 68510

(8) If to CWT:

Carlton W. Talcott
10400 South 84th Street
Lincoln, NE 68516

with a copy to:

Rick Krueger
Krueger Development Company, Inc.
8200 Cody Drive, Suite F
Lincoln, NE 68512

(9) If to M&CT:

Milton and Carol Talcott
8100 Rokeby Road
Lincoln, NE 68516

(10) If to M. Talcott, Inc.:

Marion Talcott, Inc.
c/o Marion Pillard
7604 Stormy Way
Colorado Springs, CO 80922

(11) Developments Unlimited:

John F. Schleich
8644 Executive Woods Drive
Lincoln, NE 68512

(12) If to Smith:

Fred and Janet Smith
9301 South 84th Street
Lincoln, NE 68516

with a copy to:

Rick Krueger
Krueger Development Company, Inc.
8200 Cody Drive, Suite F
Lincoln, NE 68512

(13) If to Daharsh Trustees:

Bernita and Clinton Darharsh
9215 South 84th Street
Lincoln, NE 68516

(14) If to Marquardt Group 1:

Charles and June Marquardt
1818 Brent Blvd.
Lincoln, NE 68506

(15) If to Marquardt Group 2:

Charles and June Marquardt
1818 Brent Blvd.
Lincoln, NE 68506

(16) If to M&CT Trustees:

Milton and Carol Talcott
8100 Rokeby Road
Lincoln, NE 68516

with a copy to:

Rick Krueger
Krueger Development Company, Inc.
8200 Cody Drive, Suite F
Lincoln, NE 68512

(17) If to M. Talcott Trustee:

Marion Talcott
c/o Marion Pillard
7604 Stormy Way
Colorado Springs, CO 80922

(18) If to Talcott Land:

Talcott Land & Cattle, Inc.
10400 South 84th Street
Lincoln, NE 6516

with a copy to:

Rick Krueger
Krueger Development Company, Inc.
8200 Cody Drive, Suite F
Lincoln, NE 68512

(19) If to Attorney:

Seacrest & Kalkowski, PC, LLO
1111 Lincoln Mall, Suite 350
Lincoln, NE 68508

(20) If to Engineer:

Civil Design Group
3901 Normal Boulevard, Suite 203
Lincoln, NE 68506

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.

26. Escrow Agent.

a. Appointment of Escrow Agent. The Landowners hereby jointly and severally agree to appoint Union Bank and Trust Company, of Lincoln, Nebraska Escrow Agent to serve as Escrow Agent on behalf of the Landowners under the terms and conditions of this Agreement. To facilitate the implementation of this Agreement, each Landowner and the City agree that the City and said Landowner may use the Escrow Agent to facilitate or transact any covenant, activity or obligation described herein between the City and said Landowner, including, but not limited to payments, loans, repayments, reimbursements,

notices, communications, approvals or provide such additional requested Guaranteed Payments or other security of said Landowner as described herein. The Escrow Agent on behalf of the Landowners will deliver and receive such payments, loans, repayments, reimbursements, notices, communications, approvals or provide such additional requested Guaranteed Payments or other security of the Landowners as described herein between the City and Landowners to the extent funds have cleared and are available. Notwithstanding the prior sentence, the Parties acknowledge that the Escrow Agent is acting only in an agency capacity for the Landowners and not in its own right or on its own behalf.

b. Escrow Agent Fee. The Landowners, at their expense, agree to pay the Escrow Agent for its services under this Agreement, including all reasonable out of pocket costs and expenses, including postage, supplies, long distance telephone charges, wires, attorney's fees, engineers, or any other consultation that may be reasonably required.

c. Right To Discontinue. Should the Escrow Agent before or after close of any escrow described herein become aware of any conflicts in demands or claims with respect to this escrow or the rights of any of the Parties hereto, or any money or property deposited herein or effected hereby, the Escrow Agent shall have the right to discontinue any or all further acts on its part until such conflict is resolved to its satisfaction, and the Escrow Agent shall have the further right to commence or defend any action or proceedings for the determination of such conflict. The Landowners hereto agree to pay all costs, demands, judgments, and expenses, including reasonable attorneys' fees to the extent permitted by law, suffered or incurred by the Escrow Agent in connection with, or arising out of this Agreement, including, but without limiting the generality of the foregoing, a suit in interpleader brought by the Escrow Agent. In the event the Escrow Agent files a suit in interpleader, it shall ipso facto be fully released and discharged from all obligations further to perform any and all duties or obligations imposed hereunder. Landowners acknowledge that the Escrow Agent is not undertaking any obligations or promises of the City, and to the extent the City is unable to fund or repay its obligations hereunder, the Landowners shall have no claim or cause of action against the Escrow Agent. Likewise, the City acknowledges that the Escrow Agent shall not be required to fund any project costs or expenses contemplated by this Development Agreement from its own funds.

27. **Exhibit 7.** The costs and expenses shown on Exhibit 7 are Civil Design's best estimates and are not based upon actual incurred expenses and costs. Any pro rata share, expenses or costs that the City or Landowner agree to pay for, fund, loan or reimburse in this Agreement shall be based upon the actual incurred planning, design and construction expenses and costs for the specific task or improvements described herein and not based Civil Design's best estimates.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

ATTEST:

Jan E Ross
City Clerk



"CITY"

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

By: Coleen J. Seng
Coleen J. Seng, Mayor

"ESCROW AGENT"

Union Bank & Trust Company, a Nebraska
corporation

By: Raeene K. Klotzmeier
Title: Asst. Trust Officer

"NORTHERN LIGHTS"

NORTHERN LIGHTS, L.L.C., a Nebraska
limited liability company

By: Thomas E. White
Thomas E. White, Member


By: John C. Brager
John C. Brager, Member

"3800 NORMAL"

3800 NORMAL, LLC, a Nebraska limited

liability company

By: 
John F. Schleich, Member

By: 
Thomas G. Schleich, Member

“SVHC”

**SOUTHVIEW HOLDING COMPANY,
INC., a Nebraska corporation**

By: 
Thomas G. Schleich, President

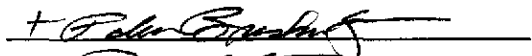




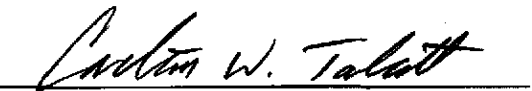


“CATHOLIC BISHOP”

**The Catholic Bishop of Lincoln, a Nebraska
nonprofit corporation**

By: 
Title: President

“CWT”


Carlton W. Talcott, a single person

“M&CT”



Milton L. Talcott, a married person

Carol A. Talcott
Carol A. Talcott, a married person

“M. TALCOTT, INC.”

Marion Talcott, Inc, a Nebraska corporation

By: *Marion P. Talcott*
Title: *President*

“DEVELOPMENTS UNLIMITED”

Developments Unlimited, LLP, a Nebraska limited liability partnership

By: **Ridge Development Company, a Nebraska corporation, Member**

By: *Thomas E. White*
Thomas E. White
President of Development

By: *John C. Brager*
John C. Brager
President of Construction

By: **Southview, Inc., a Nebraska corporation, Member**

By: *John F. Schleich*
John F. Schleich, President

“SMITH”

Fred H. Smith
Fred H. Smith, a married person

Janet L. Smith
Janet L. Smith, a married person

"DAHARSH TRUSTEES"

Bernita Daharsh
Bernita J. Daharsh, Trustee

Clinton Daharsh
Clinton T. Daharsh, Trustee
"O'Connor Trustee"

Donna Lea O'Connor, TRUSTEE
Donna Lea O'Connor, Trustee

"C&JM"

Charles J. Marquardt
Charles J. Marquardt, a married person

June N. Marquardt
June N. Marquardt, a married person

"M&CT Trustees"

Milton L. Talcott (Trustee)
Milton L. Talcott, Trustee

Carol A. Talcott trustee
Carol A. Talcott, Trustee

"M. Talcott Trustee"

Milton L. Talcott (Trustee)
Milton L. Talcott, Trustee

"Talcott Land"

Talcott Land & Cattle, Inc, a Nebraska corporation

By: Carlton W. Talcott
Title: President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

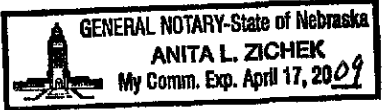
The foregoing instrument was acknowledged before me this 15th day of November 2006, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.

(Seal) 

Judith A. Roscoe
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)


The foregoing instrument was acknowledged before me this 9 day of November 2006, by Ralene Klostermeyer, as AYP of Union Bank & Trust Company, a Nebraska corporation, on behalf of the corporation.

(Seal) 

Anita L. Zichek
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

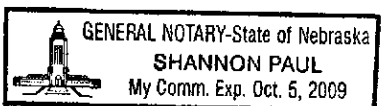
The foregoing instrument was acknowledged before me this 18 day of October 2006, by Thomas E. White, member of **Northern Lights, L.L.C.**, a Nebraska limited liability company, on behalf of the limited liability company.

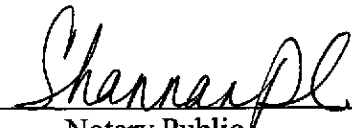
(Seal) 


Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

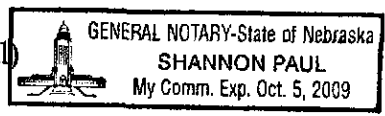
The foregoing instrument was acknowledged before me this 18 day of October 2006, by John C. Brager, member of **Northern Lights, L.L.C.**, a Nebraska limited liability company, on behalf of the limited liability company.

(Seal) 


Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

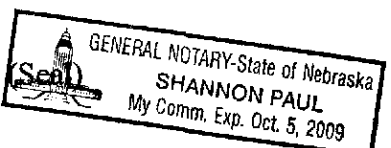
The foregoing instrument was acknowledged before me this 18 day of October 2006 by John F. Schleich, Member of **3800 Normal, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.

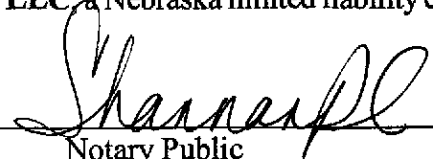
(Seal) 


Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 18 day of October 2006 by Thomas G. Schleich, Member of **3800 Normal, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.

(Seal) 


Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 10 day of October, 2006 by Thomas M. Schleich, as President of **Southview Holding Company, Inc.** a Nebraska corporation, on behalf of the corporation.



(Seal)

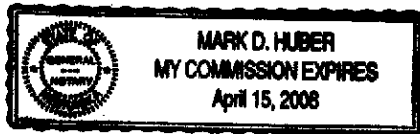
Shannon Paul
Notary Public

[REDACTED])
) ss.
[REDACTED])

[REDACTED]

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 20 day of Oct, 2006, by Fabian W Bruckante, President of **The Catholic Bishop of Lincoln**, a Nebraska nonprofit corporation, on behalf of the nonprofit corporation.

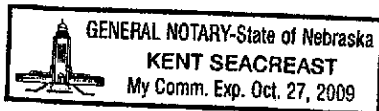


(Seal)

Mark D Huber
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 16 day of Oct, 2006, by **Carlton W. Talcott**, a single person.




(Seal)

Kent Seacrest
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 16th day of Oct, 2006, by **Milton L. Talcott**, a married person.

(Seal) 




Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 16th day of Oct, 2006, by **Carol A. Talcott**, a married person.


(Seal) 

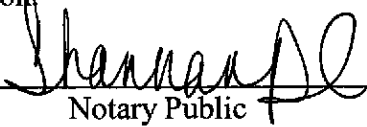


Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 19th day of June, 2006, by Marion Pillard, as President of **Marion Talcott, Inc**, a Nebraska corporation, on behalf of the corporation.

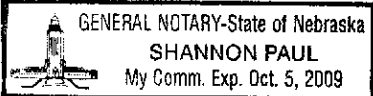
(Seal) 



Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 18 day of October, 2006, by Thomas E. White, President of Development of Ridge Development Company, a Nebraska corporation, as a Member of **Developments Unlimited, LLP**, a Nebraska limited liability partnership, on behalf of the limited liability partnership.

(Seal) 



Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

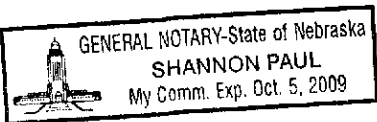
The foregoing was acknowledged before me this 18 day of October, 2006, by John C. Brager, President of Construction of Ridge Development Company, a Nebraska corporation, as a Member of **Developments Unlimited, LLP**, a Nebraska limited liability partnership, on behalf of the limited liability partnership.

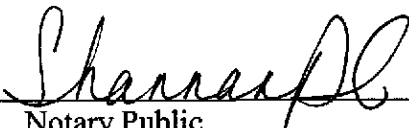
(Seal) 


Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 18 day of October, 2006, by John F. Schleich, President of Southview, Inc., a Nebraska corporation, as a Member of **Developments Unlimited, LLP**, a Nebraska limited liability partnership, on behalf of the limited liability partnership.

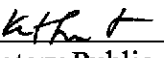
(Seal) 


Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 16th day of Oct, 2006, by **Fred H. Smith**, a married person.

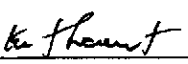
(Seal) 


Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 16th day of Oct, 2006, by **Janet L. Smith**, a married person.

(Seal) 


Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

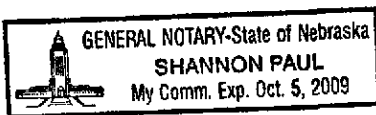
The foregoing instrument was acknowledged before me this 21st day of October, 2006, by **Bernita J. Daharsh, Trustee** a trustee of the Bernita J. Daharsh Revocable Trust, on behalf of the trust.

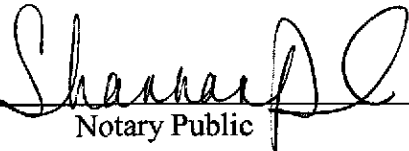
(Seal) 


Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 26 day of October, 2006, by **Clinton T. Daharsh, Trustee** a trustee of the Bernita J. Daharsh Revocable Trust, on behalf of the trust.

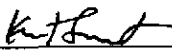
(Seal) 


Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 16th day of Oct, 2006, by **Donna Lea O'Connor, Trustee** a trustee of the Donna Lea O'Connor Revocable Trust, on behalf of the trust.

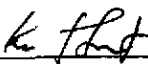
(Seal) 


Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 16th day of Oct, 2006, by **Charles J. Marquardt**, a married person.

(Seal) 


Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 16th day of Oct, 2006, by **June N. Marquardt**, a married person.

(Seal) 

K. Seacreast
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 16 day of Oct, 2006, by **Milton L. Talcott, Trustee** a trustee of the _____, on behalf of the trust.

(Seal) 

K. Seacreast
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

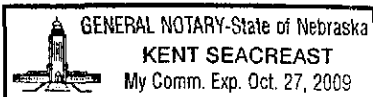
The foregoing instrument was acknowledged before me this 16th day of Oct, 2006, by **Carol A. Talcott, Trustee** a trustee of the _____, on behalf of the trust.

(Seal) 

K. Seacreast
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____ 2006, by Carlton W. Talcott, as President of **Talcott Land & Cattle, Inc**, a Nebraska corporation, on behalf of the corporation.

(Seal) 

K. Seacreast
Notary Public

STATE OF NEBRASKA)
) ss.

COUNTY OF LANCASTER)

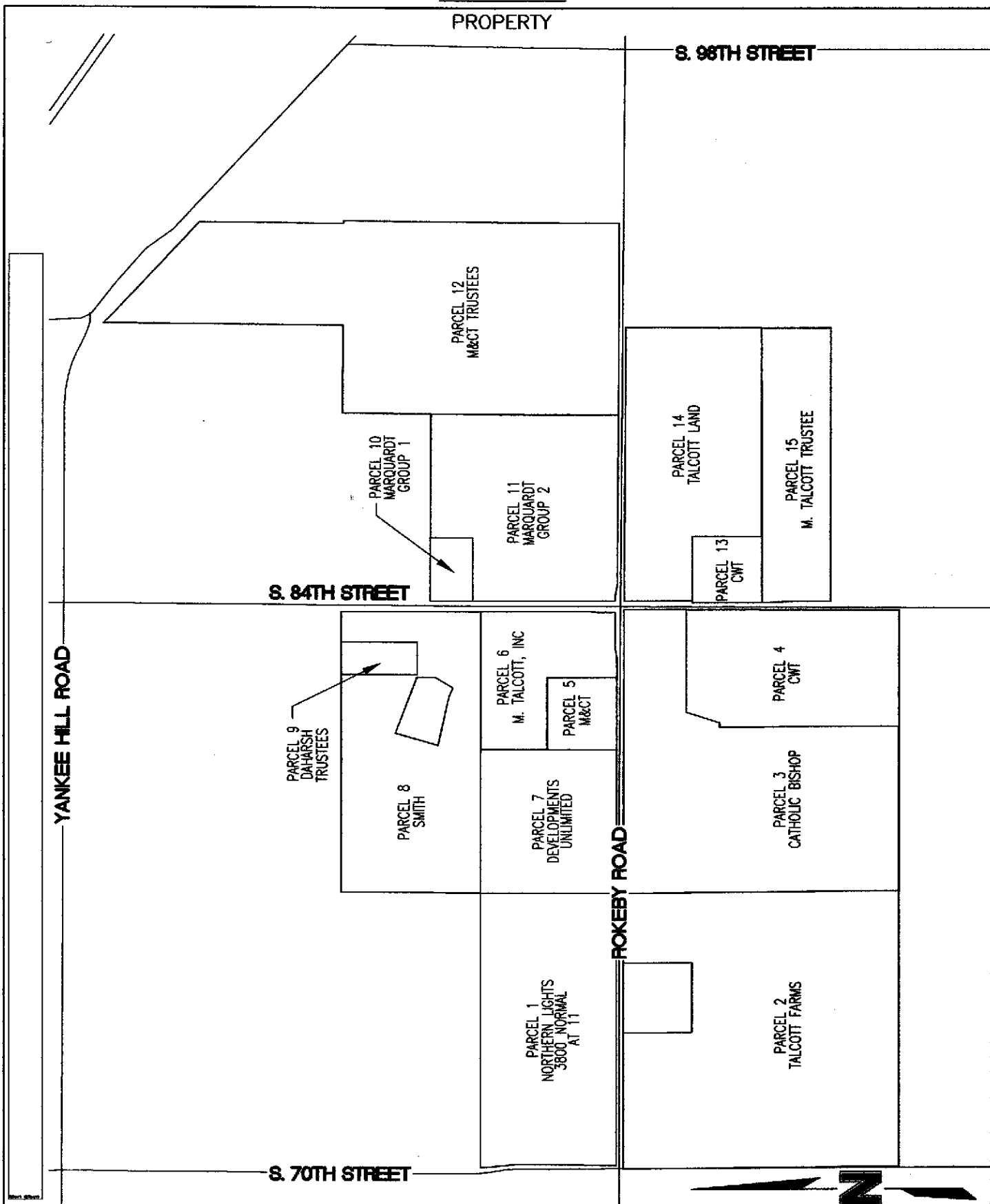
The foregoing instrument was acknowledged before me this 16th day of OCT, 2006, by **Milton L. Talcott, Trustee** a trustee of the _____, on behalf of the trust.

(Seal)



Kent Seacrest
Notary Public

PROPERTY



drawn by: djr
 checked by: mte
 project no.: 2005-0020
 date: 05/08/2006

**DEVELOPMENT AGREEMENT
 S 84 AND ROKEBY RD.
 LINCOLN, NEBRASKA**



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EXHIBIT

1-1

PROPERTY WITH BASIN LINES

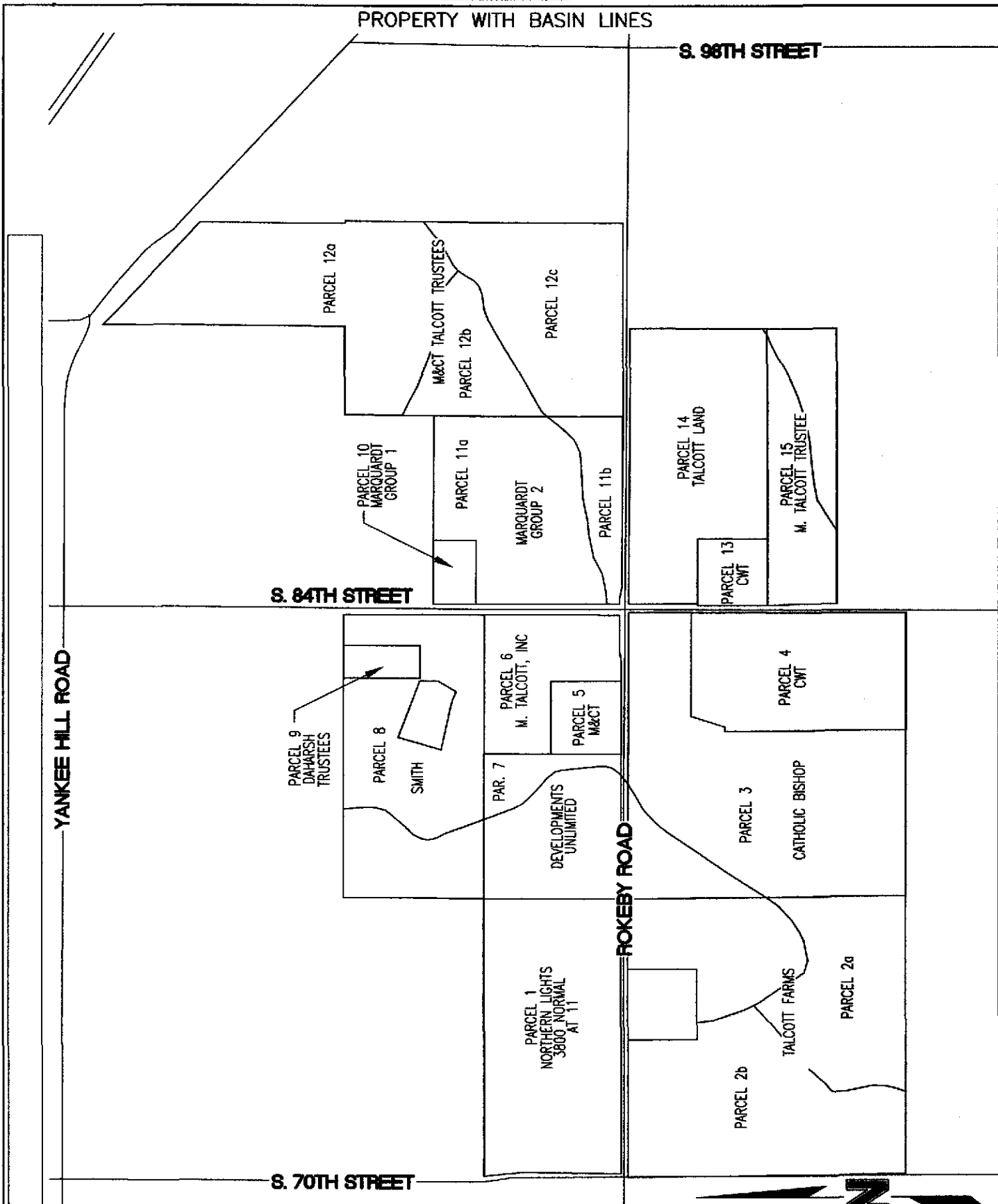
S. 98TH STREET

S. 84TH STREET

S. 70TH STREET

YANKEE HILL ROAD

ROKEBY ROAD



drawn by: djr
 checked by: mte
 project no.: 2005-0020
 date: 05/08/2006

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EXHIBIT

1-2

EXHIBIT 1-3

Parcel 1

Lot 14, Irregular Tracts located in the Southwest Quarter of Section 27, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska. This parcel is not subject to the Union Bank Loan first lien or Landowner's second lien described in the Coalition Agreement.

Parcel 2

The West Half of the Northwest Quarter of Section 34, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, except the N33' thereof and except the West part of road deeded to Lancaster County, Nebraska as Inst. No. 91-522. This parcel is not subject to the Union Bank Loan first lien or Landowner's second lien described in the Coalition Agreement.

The East Half of the Northwest Quarter of Section 34, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, except the Northwest Quarter of the North Half thereof. This parcel is not subject to the Union Bank Loan first lien or Landowner's second lien described in the Coalition Agreement.

Parcel 3

The West Half of the Northeast Quarter of Section 34, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

Beginning at the Northwest corner of the East One-Half of the Northeast Quarter of Section 34, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska; thence in an Easterly direction, along the North line of the East One-half of the Northeast Quarter of said Section 34, on an assumed bearing of North 89 degrees 54 minutes 12 seconds East for a distance of 859.01 feet; Thence South 00 degrees 05 minutes 48 seconds East for a distance of 33.00 feet to a point on the Southerly Right-of-Way line of Rokeby Road; Thence South 80 degrees 26 minutes 55 seconds East along the Southerly Right-of-Way line of Rokeby Road for a distance of 101.43 feet; Thence North 89 degrees 54 minutes 12 seconds East, along the Southerly Right-of-Way line of Rokeby Road for a distance of 344.92 feet to a point on the Westerly Right-of-Way line of South 84th Street; Thence South 00 degrees 00 minutes 00 seconds West along the Westerly Right-of-Way line of South 84th Street, for a distance of 36.78 feet; Thence South 05 degrees 24 minutes 14 seconds West along the Westerly Right-of-Way line of 84th Street, for a distance of 371.65 feet; Thence South 01 degrees 59 minutes 52 seconds East, along the Westerly Right-of-Way of line of South 84th Street, for a distance of 165.42 feet; Thence South 89 degrees 54 minutes 12 seconds West for a distance of 919.34 feet; Thence South 17 degrees 10 minutes 11 seconds West for a distance of 335.45 feet; Thence North 88 degrees 13 minutes 11 seconds West for a distance of 42.79 feet; Thence South 00 degrees 30 minutes 00 seconds East for a distance of 1703.13 feet to a point on the South line of the East One-half of the Northeast Quarter of said Section 34; Thence South 89 degrees 50 minutes 13 seconds West, along the South line of the East One-Half of the Northeast Quarter of said Section 34, for a

distance of 213.00 feet to the Southwest corner of the East One-half of the Northeast Quarter of said Section 34; Thence North 00 degrees 20 minutes 09 seconds West, along the West line of the East One-Half of the Northeast Quarter of said Section 34, for a distance of 2644.34 feet to the Point of Beginning.

Parcel 4

Referring to the Southeast corner of the East One-Half of the Northeast Quarter of Section 34, Township 9 North, Range 7 East of the 6th P.M., Lancaster, County, Nebraska; Thence in a Westerly direction, along the South line of the East One-half of the Northeast Quarter of said Section 34, on an assumed bearing of South 89 degrees 50 minutes 13 seconds West for a distance of 725.12 feet to the Point of Beginning; Thence North 00 degrees 00 minutes 00 seconds for a distance of 1321.89 feet; Thence North 89 degrees 52 minutes 37 seconds East for a distance of 654.62 feet to a point of the Westerly Right-of-Way line of South 84th Street; Thence North 00 degrees 35 minutes 35 seconds West, along the Westerly Right-of-Way line south of 84th Street, for a distance of 434.68 feet; Thence North 01 degrees 59 minutes 52 seconds West, along the Westerly Right-of-Way line of South 84th Street, for a distance of 264.84 feet; Thence South 89 degrees 54 minutes 12 seconds West for a distance of 919.34 feet; Thence South 17 degrees 10 minutes 11 seconds West for a distance of 335.45 feet; Thence North 88 degrees 13 minutes 11 seconds West for a distance of 42.79 feet; Thence South 00 degrees 30 minutes 00 seconds East for a distance of 1703.13 feet to a point on the South line of the East one-half of the Northeast Quarter of said Section 34. Thence North 89 degrees 50 minutes 13 seconds East, along the South line of the East One-Half of the Northeast Quarter of said Section 34, for a distance of 405.39 feet to the point of Beginning.

Lot 1, Irregular Tracts located in the Northeast Quarter of Section 34, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, except that part deeded for road in Inst. No. 92-51577.

Parcel 5

Lot 23, Irregular Tracts located in the Southeast Quarter of Section 27, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

Parcel 6

Lot 39, Irregular Tracts located in the Southeast Quarter of Section 27, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

Parcel 7

Lot 38, Irregular Tracts located in the Southeast Quarter of Section 27, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

Parcel 8

Lot 27, Irregular Tract located in the Southeast Quarter of Section 27, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

Parcel 9

Lot 10, Irregular Tracts located in the Southeast Quarter of Section 27, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

Parcel 10

Lot 57, Irregular Tract in the Southwest Quarter of Section 26, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

Parcel 11

Lot 58 and 59, Irregular Tracts in the Southwest Quarter of Section 26, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

Parcel 12

Lots 35 and 36, Irregular Tracts located in the Northeast Quarter of Section 26, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska AND Lots 32 & 33, Irregular Tracts located in the Southwest Quarter of Section 26, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska AND Lots 31 & 34 Irregular Tracts located in the Southeast Quarter of Section 26, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

Parcel 13

Lot 1, Irregular Tracts located in the Northwest Quarter of Section 35, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

Parcel 14

Lot 24, Irregular Tracts located in the Northwest Quarter of Section 35, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

Parcel 15

Lot 23, Irregular Tracts located in the Northwest Quarter of Section 35, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

EXHIBIT 2

CITY SEWER PROJECT - CITY TRUNK SEWER 1 OVERAGE
(CONCEPTUAL DESIGN SUBJECT TO CITY APPROVAL & FINAL DESIGN)



drawn by: djr
checked by: mte
project no.: 2005-0020
date: 05/30/2006

DEVELOPMENT AGREEMENT
S 84 AND ROKEYB RD.
LINCOLN, NEBRASKA



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www.civildg.com

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EXHIBIT

2

EXHIBIT 3

CITY SEWER PROJECT - CITY TRUNK SEWER 2 OVERAGE
(CONCEPTUAL DESIGN SUBJECT TO CITY APPROVAL & FINAL DESIGN)



drawn by: djr
checked by: mte
project no.: 2005-0020
date: 05/30/2006

DEVELOPMENT AGREEMENT
S 84 AND ROKEBY RD.
LINCOLN, NEBRASKA



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EXHIBIT

3

EXHIBIT 4

CITY SEWER PROJECT - SEGMENT A & B OVERAGE
(CONCEPTUAL DESIGN SUBJECT TO CITY APPROVAL & FINAL DESIGN)



drawn by: djr
checked by: mte
project no.: 2005-0020
date: 05/26/2006

DEVELOPMENT AGREEMENT
S 84 AND ROKEBY RD.
LINCOLN, NEBRASKA



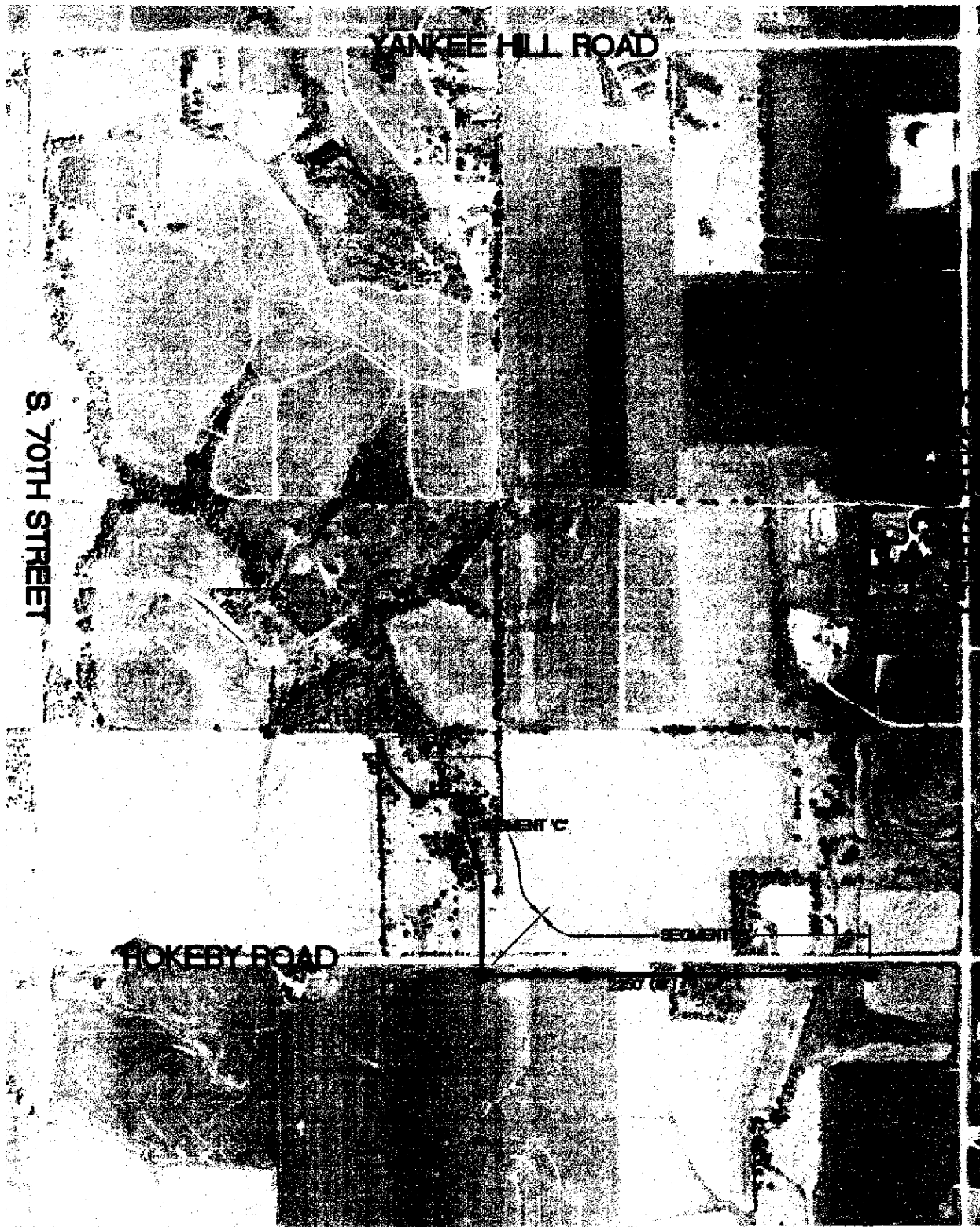
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Lincoln, Nebraska 68506
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EXHIBIT

4

ROKEBY ROAD PROJECT - SEGMENT C & D
(CONCEPTUAL DESIGN SUBJECT TO CITY APPROVAL & FINAL DESIGN)



drawn by: djr
 checked by: mte
 project no.: 2005-0020
 date: 05/26/2006

**DEVELOPMENT AGREEMENT
 S 84 AND ROKEBY RD.
 LINCOLN, NEBRASKA**



Civil Design Group, Inc.
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 Lincoln, Nebraska 68506
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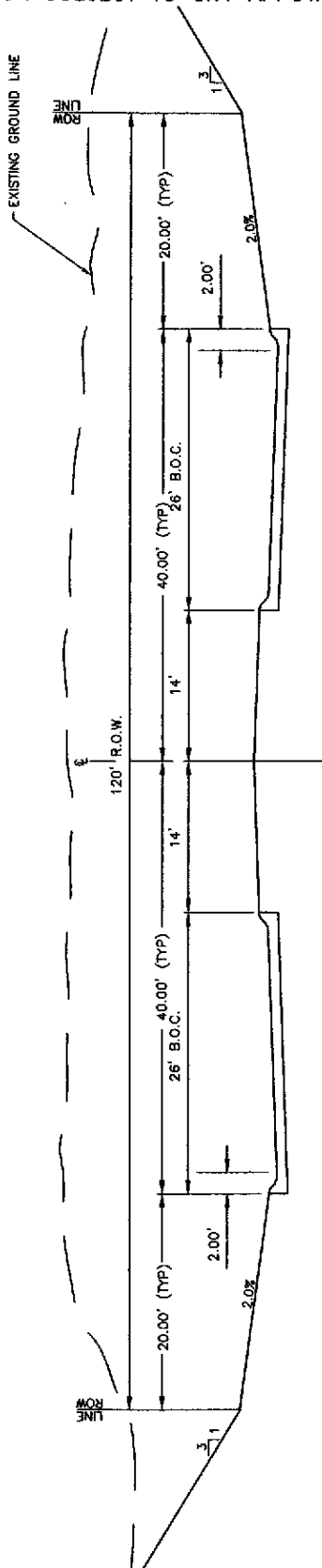
EXHIBIT

5

EXHIBIT 6-1

ROKEBY ROAD PROJECT - STREET CROSS-SECTION
(CONCEPTUAL DESIGN SUBJECT TO CITY APPROVAL & FINAL DESIGN)

F:\Projects\2005\20050020\landplanning\Concept\dwg\ref\City Agreement Exhibits\Exh_6_city.dwg 5/30/2006 1:33:53 PM CDT



GRADING CROSS-SECTION
FOR ROKEBY ROAD
NOT TO SCALE

drawn by: djr
checked by: mte
project no.: 2005-0020
date: 05/30/2006

DEVELOPMENT AGREEMENT
S 84 AND ROKEBY RD.
LINCOLN, NEBRASKA

 Civil Design Group, Inc.
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Lincoln, Nebraska 68506
Ph. 402-434-8484 Fax 402-215-8747
www.civildg.com

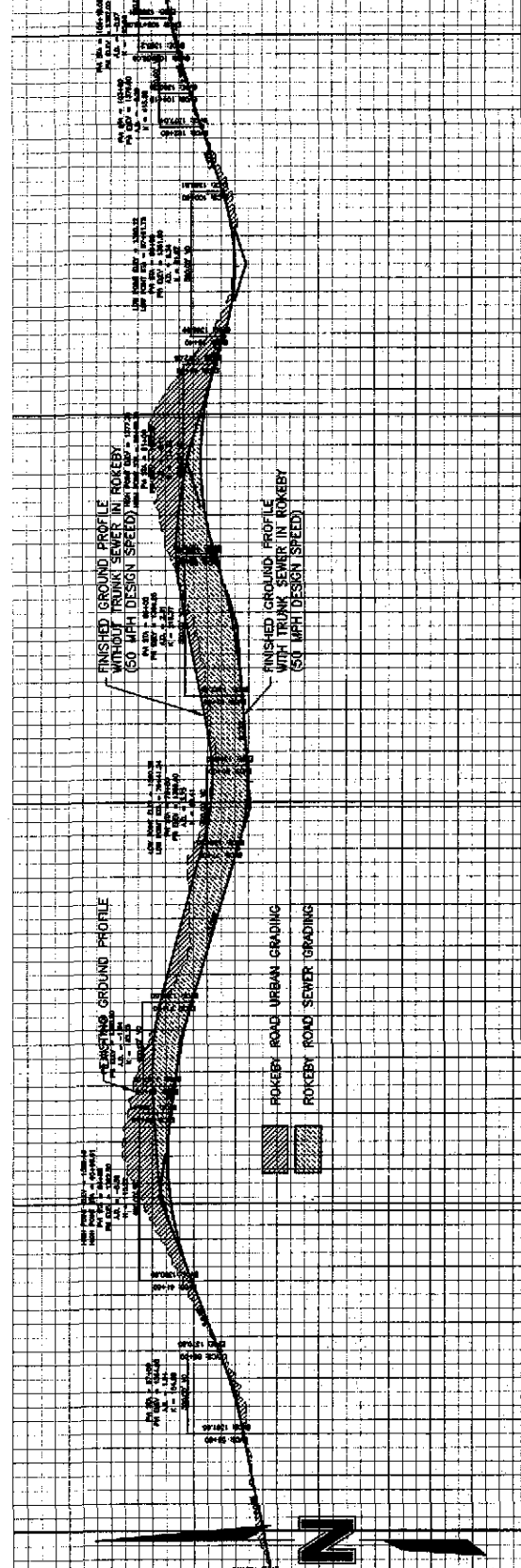
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CIVIL DESIGN • SITE DEVELOPMENT • PLANNING AND ZONING

EXHIBIT
6-1

EXHIBIT 6-2

ROKEBY ROAD PROJECT - GRADING PROFILE
(CONCEPTUAL DESIGN SUBJECT TO CITY APPROVAL & FINAL DESIGN)

F:\Projects\2005\20050020\landplanning\Concept\dwg\xref\City Agreement Exhibits\Exh_6_city.dwg 5/30/2006 1:33:53 PM CDT



drawn by: djr
checked by: mte
project no.: 2005-0020
date: 05/30/2006

DEVELOPMENT AGREEMENT
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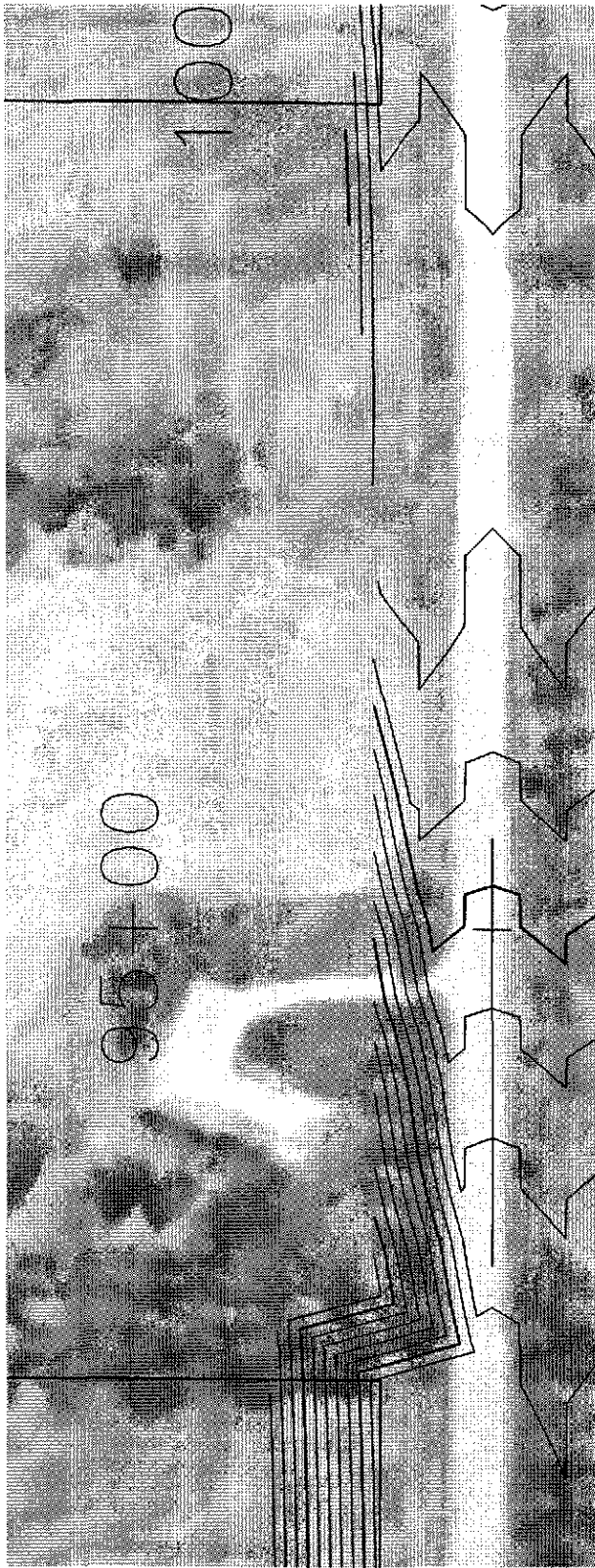
EXHIBIT

6-2

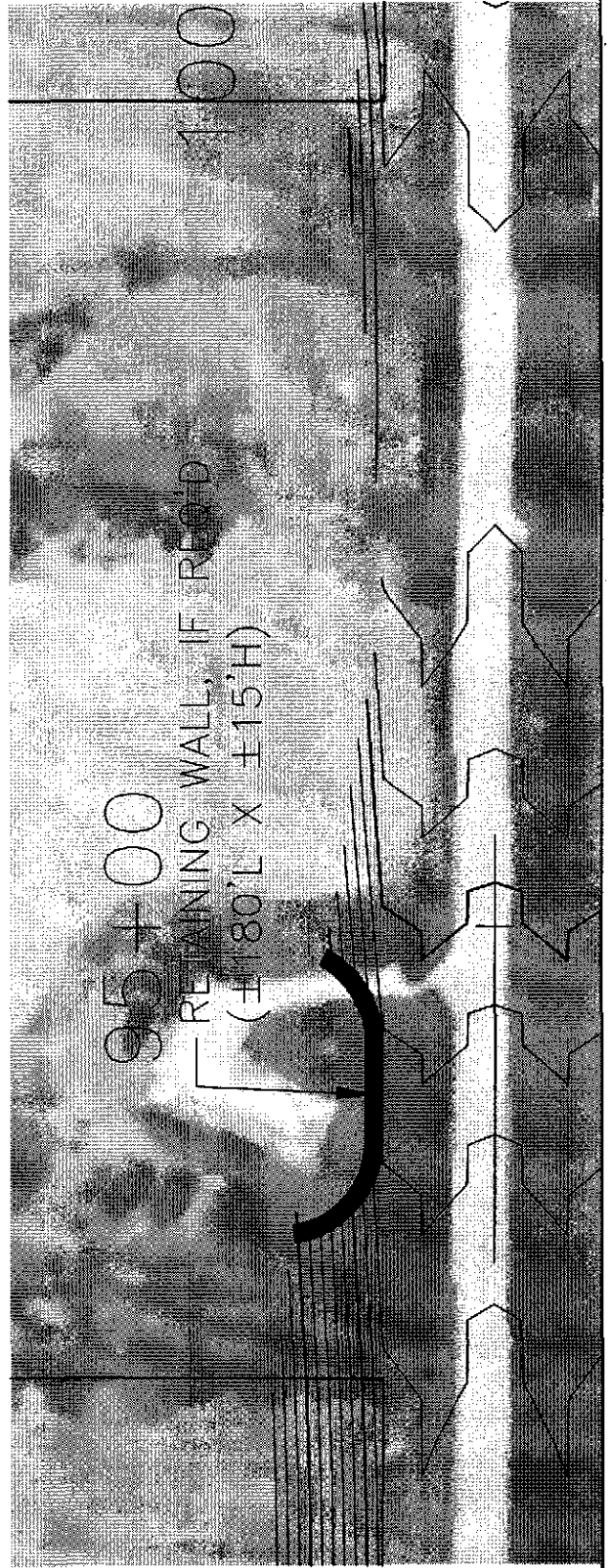
ROKEBY ROAD PROJECT - RETAINING WALL
 (CONCEPTUAL DESIGN SUBJECT TO CITY APPROVAL & FINAL DESIGN)

F:\Projects\2005\20050020\landplanning\Concept\dwg\ref\City Agreement Exhibits\Exh_6_city.dwg 5/30/2006 1:33:53 PM CDT

OPTION 1 - GRADING ROKEBY WITHOUT RETAINING WALL



OPTION 2 - GRADING ROKEBY WITH RETAINING WALL



drawn by: djr
 checked by: mte
 project no.: 2005-0020
 date: 05/30/2006

**DEVELOPMENT AGREEMENT
 S 84 AND ROKEBY RD.
 LINCOLN, NEBRASKA**

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CONSULTING ENGINEERS • LAND USE PLANNERS
 CIVIL DESIGN • SITE DEVELOPMENT • PLANNING AND ZONING

EXHIBIT
6-3

84th & Rokeby Coalition

Preliminary Opinion of Probable Costs, Coalition Sewer & Rokeby Road Grading Loans to City

Parcel ID #	Coalition Members by sub basin	# of developable acres	% of developable acres	Segment F	ROKEBY ROAD PROJECT LOAN			LANEVIEW SEWER PROJECT LOAN			SUBTOTAL ROKEBY ROAD PROJECT		
					Pro rata % of project	Segment F1	Pro rata % of project	Segment F2	Pro rata % of project				
1	Northern Lights, 3600 Normal, SVHC	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
2	Developments Unlimited	160	18.8%	\$27,171	16.8%	\$0	20.0%	\$194,421	20.0%	\$194,421	18.8%	\$194,421	\$194,421
3	Chronic Bishop	96	13.5%	\$27,171	13.5%	\$59,965	16.2%	\$70,250	20.7%	\$165,499	13.5%	\$165,499	\$165,499
4	M.E. C.T.	48	6.7%	\$13,586	6.7%	\$26,977	8.1%	\$10,989	6.6%	\$34,469	6.7%	\$34,469	\$34,469
5	M.E. C.T.	48	6.7%	\$13,586	6.7%	\$26,977	1.7%	\$2,263	6.6%	\$9,046	6.7%	\$9,046	\$9,046
6	M. Talbot, Inc.	29	4.1%	\$8,508	4.1%	\$16,029	4.8%	\$6,359	6.6%	\$8,688	4.1%	\$8,688	\$8,688
7	Developments Unlimited	29	4.1%	\$8,508	4.1%	\$16,029	1.3%	\$1,697	6.6%	\$8,688	4.1%	\$8,688	\$8,688
8	Smith Turbines	48	6.7%	\$13,586	6.7%	\$26,977	6.7%	\$8,977	6.6%	\$9,046	6.7%	\$9,046	\$9,046
9	Smith Turbines	5	0.7%	\$1,416	0.7%	\$2,831	0.8%	\$1,043	0.8%	\$1,043	0.7%	\$1,043	\$1,043
10	Handwood Group 2	5	0.7%	\$1,043	0.7%	\$2,086	1.0%	\$1,312	0.7%	\$1,043	0.7%	\$1,043	\$1,043
11a	Handwood Group 2	15	2.1%	\$3,764	2.1%	\$7,529	2.5%	\$3,263	0.0%	\$0	2.1%	\$3,263	\$3,263
11b	Handwood Group 2	15	2.1%	\$3,764	2.1%	\$7,529	3.1%	\$4,043	0.0%	\$0	3.1%	\$4,043	\$4,043
12a	M.E. C.T. Turbines	22	3.1%	\$5,227	3.1%	\$10,454	9.1%	\$12,385	0.0%	\$0	9.1%	\$12,385	\$12,385
12b	M.E. C.T. Turbines	54	7.6%	\$2,831	7.6%	\$5,662	1.7%	\$2,263	0.0%	\$0	1.7%	\$2,263	\$2,263
13	Coalition Land	70	1.4%	\$2,831	1.4%	\$5,662	9.1%	\$12,385	0.0%	\$0	9.1%	\$12,385	\$12,385
14	M. Talbot Turbine	40	5.8%	\$11,651	5.8%	\$23,302	11.8%	\$15,736	0.0%	\$0	11.8%	\$15,736	\$15,736
15	Minimum Flood Corridor areas	13	n/a	n/a	n/a	n/a	n/a	n/a	0.0%	\$0	n/a	n/a	n/a
TOTAL		726	100.0%	\$201,891	100.0%	\$393,233	100.0%	\$393,233	100.0%	\$393,233	100.0%	\$393,233	\$393,233

Parcel ID #	Coalition Members by sub basin	# of developable acres	% of developable acres	Segment F	OPINION OF PROBABLE COSTS FOR LANDOWNER SEWER PROJECT LOAN			LANEVIEW SEWER PROJECT LOAN			SUBTOTAL	
					Pro rata % of project	Segment F1	Pro rata % of project	Segment F2	Pro rata % of project			
1	Northern Lights, 3600 Normal, SVHC	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
2	Developments Unlimited	160	18.8%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0
3	Chronic Bishop	96	13.5%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0
4	M.E. C.T.	48	6.7%	\$2,946	6.6%	\$0	0.0%	\$0	0.0%	\$0	6.6%	\$2,946
5	M.E. C.T.	48	6.7%	\$2,946	6.6%	\$0	0.0%	\$0	0.0%	\$0	6.6%	\$2,946
6	M. Talbot, Inc.	29	4.1%	\$6,813	10.0%	\$0	0.0%	\$0	0.0%	\$0	10.0%	\$6,813
7	Developments Unlimited	29	4.1%	\$6,813	10.0%	\$0	0.0%	\$0	0.0%	\$0	10.0%	\$6,813
8	Smith Turbines	48	6.7%	\$10,780	17.5%	\$0	0.0%	\$0	0.0%	\$0	17.5%	\$10,780
9	Smith Turbines	5	0.7%	\$1,417	1.8%	\$0	0.0%	\$0	0.0%	\$0	1.8%	\$1,417
10	Handwood Group 2	5	0.7%	\$1,417	2.2%	\$0	0.0%	\$0	0.0%	\$0	2.2%	\$1,417
11a	Handwood Group 2	15	2.1%	\$3,868	5.0%	\$0	0.0%	\$0	0.0%	\$0	5.0%	\$3,868
11b	Handwood Group 2	15	2.1%	\$3,868	5.0%	\$0	0.0%	\$0	0.0%	\$0	5.0%	\$3,868
12a	M.E. C.T. Turbines	22	3.1%	\$17,292	28.0%	\$0	0.0%	\$0	0.0%	\$0	28.0%	\$17,292
12b	M.E. C.T. Turbines	54	7.6%	\$4,941	8.0%	\$0	0.0%	\$0	0.0%	\$0	8.0%	\$4,941
13	Coalition Land	70	9.8%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0
14	M. Talbot Turbine	40	5.8%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0
15	Minimum Flood Corridor areas	13	n/a	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0
TOTAL		726	100.0%	\$67,527	100.0%	\$67,527	100.0%	\$67,527	100.0%	\$67,527	100.0%	\$67,527

Parcel ID #	Coalition Members	ROKEBY ROAD PROJECT	LANEVIEW SEWER PROJECT	GRAND TOTALS
1	Northern Lights, 3600 Normal, SVHC	\$104,421	\$0	\$104,421
2a, 2b	Developments Unlimited	\$172,194	\$0	\$172,194
3	Chronic Bishop	\$185,517	\$0	\$185,517
4	M.E. C.T.	\$2,946	\$0	\$2,946
5	M.E. C.T.	\$2,946	\$0	\$2,946
6	M. Talbot, Inc.	\$16,101	\$56,566	\$72,667
7	Developments Unlimited	\$9,973	\$4,520	\$14,493
8	Smith Turbines	\$40,899	\$48,246	\$89,145
9	Smith Turbines	\$1,417	\$1,722	\$3,139
10	Handwood Group 2	\$4,823	\$3,028	\$7,851
11a	Handwood Group 2	\$4,823	\$3,028	\$7,851
11b	Handwood Group 2	\$4,823	\$3,028	\$7,851
12a	M.E. C.T. Turbines	\$66,970	\$76,652	\$143,622
12b	M.E. C.T. Turbines	\$13,586	\$4,941	\$18,527
13	Coalition Land	\$0	\$0	\$0
14	M. Talbot Turbine	\$11,651	\$17,744	\$29,395
15	Minimum Flood Corridor areas	\$0	\$0	\$0
TOTALS		\$441,092	\$137,065	\$578,157

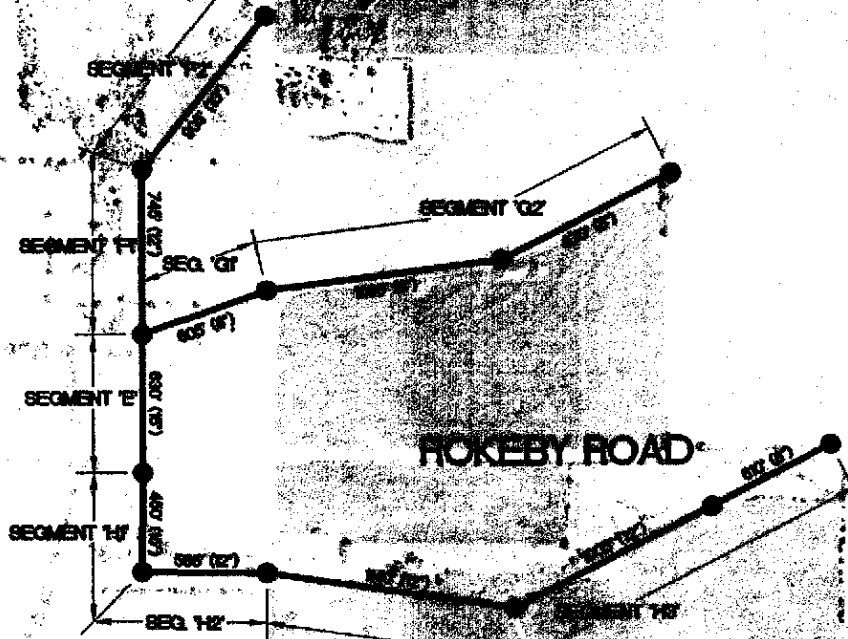
Notes:
 1. This unit prices are based on best available information. Unit prices may vary due to contractor availability, atypical site conditions, mobilization, price of materials, etc.
 2. Actual costs will vary with final design and location of local and trunk sewers.
 3. Sewer costs do not include internal of sewer for each property owner.
 4. Sewer cost to Segment A through H3 contain base construction costs plus 20% engineering, legal, surveying fees.
 5. Rokeby Road Urban Grading and Rokeby Road Sewer Grading contains grading costs plus 15% design fees.

COALITION SEWER PROJECT
(CONCEPTUAL DESIGN SUBJECT TO CITY APPROVAL & FINAL DESIGN)

YANKEE HILL ROAD

S. 84TH STREET

ROKEBY ROAD



drawn by: djr
 checked by: mte
 project no.: 2005-0020
 date: 05/26/2006

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EXHIBIT

8

Exhibit 9

Comprehensive Plan Amendments

