

\$162.00

NORHEZ  
KIRII  
KIRI

*Don Jaltz*  
REGISTER OF DEEDS  
2000 MAR 14 P 3 45

INST. NO 2000  
010332

BLOCK  
CODE  
CHECKED  
ENTERED  
EDITED

16

14.00 1000x

00R-70

Introduce: 2-22-00

RESOLUTION NO. A- 80046

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

2 That the North 33rd Street Infrastructure Agreement between the City

3 and Northridge Heights Partners, Ridge Development Co., Lancaster County School

4 District 001, Knox Associates, Superior Pointe Partners, North Thirty-Third L.L.C.,

5 and Dennis R. Schworer, for the design and construction of the extension of

6 North 33rd Street to its Terminus, a copy of which is attached hereto, marked as

7 Attachment "A" and made a part hereof by reference, is hereby approved and the

8 Mayor is authorized to execute said Agreement on behalf of the City.

9 The City Clerk is directed to return the fully executed copies of said

10 Contract to the Rick Peo for transmittal to the parties.

Introduced by:

*Don A. Camp*  
 AYES: Camp, Cook, Fortenberry,  
 Johnson, McRoy, Seng, Shoecraft;  
 NAYS: None.

Approved as to Form and Legality:

*Donald W. Papp*  
 City Attorney

Staff Review Completed:

*Ann Haines*  
 Administrative Assistant

APPROVED

MAR 3 2000  
*Don Walsh*  
 MAYOR

ADOPTED

FEB 28 2000

By City Council

*City Atty Attn Cheryl*

Final

**NORTH 33RD STREET  
INFRASTRUCTURE AGREEMENT**

This North 33rd Street Infrastructure Agreement ("Agreement") is made and entered into as of this 3RD day of MARCH, ~~1999~~<sup>2000</sup>, by and between the City of Lincoln, Nebraska, a municipal corporation hereinafter referred to as "City", Northridge Heights Partners, a Nebraska general partnership, hereinafter referred to as "Northridge", Ridge Development Company, a Nebraska corporation, hereinafter referred to as "Ridge", Lancaster County School District 001, a.k.a. Lincoln Public Schools, a governmental entity, hereinafter referred to as "LPS", Knox Associates, L.L.C. a Nebraska limited liability company, hereinafter referred to as "Knox", Superior Pointe Partners, a Nebraska general partnership, hereinafter referred to as "Superior Pointe", North Thirty-Third LLC, a Nebraska limited liability company, hereinafter referred to as "Carrera" and Dennis R. Schworer, L.L.C., a Nebraska limited liability company, hereinafter referred to as "Schworer". Northridge, Ridge, LPS, Knox, Superior Pointe, Carrera, and Schworer are all hereinafter individually referred to as "Property Owner" and collectively as "Property Owners".

**RECITALS**

- A. Northridge, Ridge, LPS, Superior Pointe, Knox, Carrera, and Schworer are the owners of the land hereinafter referred to as "Northridge Tract", "Ridge Tract", "LPS Tract", "Superior Pointe Tract", "Knox Tract", "Carrera Tract", and "Schworer Tract" respectively. Said Tracts are legally described and shown on Attachment "A" and Attachment "B" respectively which are attached hereto and incorporated herein by this reference.
- B. The City, Home Realty, Inc. ("Home") and Ridge previously entered into a Conditional Annexation and Zoning Agreement for North 27th-33rd Employment Center which provided that North 33rd Street would be extended from Superior Street to North 27th Street as a two-lane street located in 100 feet of right-of-way and a 16-inch ductile iron pipe water main would be constructed in the right-of-way. Notwithstanding the above, Northridge, as successor in interest to Home, constructed, at its expense, a portion of said two-lane street and water main from North 27<sup>th</sup> Street to the east "Terminus" as an Executive Order project. The City agreed to cause the first two lanes of North 33<sup>rd</sup> Street north of Folkways touching or abutting the Northridge Tract or the Ridge Tract and the water line to be constructed as a City project through the creation of a paving and water district or districts.
- C. Subsequently, the City, Northridge and Ridge discovered that the proposed location of North 33rd Street impacted wetlands which necessitated either the City, Northridge or Ridge applying for and receiving approval of a 404 Permit from the United States Army Corps of Engineers ("Corps of Engineers") for the construction of North 33rd Street north

of Folkways and Ridge applying for and receiving approval of a 404 Permit for development of the Ridge Tract.

- D. In pre-application meetings with the Corps of Engineers, the Corps indicated that it would not approve a 404 Permit for only that portion of North 33rd Street north of Folkways. Rather the Corps indicated that it would require one unified application which included the construction of North 33rd Street from Superior Street north to the Terminus and all known future development by the Property Owners upon their respective tracts of land in order to determine the cumulative effects of the extension of North 33rd Street and known future development of said Tracts on the wetlands.
- E. The Corps of Engineers encouraged the City and Property Owners to seek an alternative alignment for North 33rd Street which would reduce the impact on the wetlands.
- F. Following the pre-application meetings with the Corps of Engineers, the Property Owners retained Olsson Associates to investigate alternative alignments for North 33<sup>rd</sup> Street and based upon such investigation, the Property Owners have agreed to the alignment and median openings as shown on Attachment "C" which is attached hereto and incorporated herein by this reference. This preferred alignment curves North 33rd Street to the east in order to avoid the significant wetlands south of Folkways Boulevard. North of Folkways Boulevard the new alignment will impact a very small amount of wetlands.
- G. Upon further consideration, the Corps of Engineers has indicated that it no longer will be requiring one unified application, but will accept separate development applications from the developer of North 33rd Street and from each Property Owner based upon a unified plan relative to the relocation of North 33rd Street.
- H. Property Owners have requested the City endorse the proposed new alignment and median openings for North 33rd Street and become the applicant for the 404 Permit for the street. Property Owners have further requested that upon approval of the 404 Permit North 33rd Street be constructed as a City project through a special assessment district or districts.
- I. Special assessment paving and water districts may only be created by the City for street and water improvements within the corporate limits of the City. The Knox Tract, Carrera Tract, and a portion of the Schworer Tract are not presently within the corporate limits of the City and will need to be annexed in whole or part before North 33rd Street may be paved or the water line constructed.
- J. The City is willing to endorse the new alignment and conceptually endorse median openings for North 33rd Street as shown on Attachment "C"; provided that the City is indemnified and held harmless for all costs associated with the acquisition of the necessary right-of-way and permanent and temporary construction easements for North 33rd Street. The City is also willing to be the applicant for the 404 Permit for North 33<sup>rd</sup>

Street; provided the City is indemnified and held harmless for all costs associated with any wetlands mitigation required under the 404 Permit.

NOW THEREFORE, in consideration of the mutual promises of and benefits to the Parties, the Parties hereby agree as follows:

1. Design of North 33rd Street. Property Owners shall retain Olsson Associates ("Olsson"), at their own cost and expense, to design and prepare plans and specifications for the extension and construction of North 33rd Street from Superior Street north to the Terminus as shown on Attachment "C" and for the construction of a 16-inch ductile iron pipe water main in North 33rd Street from 450 feet north of Superior Street north to the Terminus ("Design Plans"). The Property Owners' obligation to pay for the cost of the Design Plans shall also include all costs to revise the Design Plans to incorporate any changes resulting from, but not limited to, shop drawing review, change orders and as built differences between the final construction of North 33rd Street and/or the water main in North 33rd Street and the Design Plans.

Said Design Plans shall include (1) final grading plans for the grading of North 33rd to Urban Standards for a four lane cross section; (2) functional design plans for the ultimate build out of North 33rd Street; (3) final construction plans and specifications for the construction of the water main in the North 33rd Street right-of-way; and (4) final construction plans and specifications for the paving of the two interior lanes and necessary left turn lanes of North 33rd Street to Urban Standards, including the installation of curb and gutter, and the entire storm sewer system for the ultimate build out of North 33rd Street. The Design Plans for the construction of the water line in North 33rd Street and the grading and paving of North 33rd Street as contemplated under this Agreement shall be in accordance with the City design standards and subject to the approval of the City and the Property Owners.

The City shall retain Olsson, at its own cost and expense, to prepare the additional design and plans and specifications necessary to complete the full build out of North 33rd Street from Superior Street north to the Terminus as a four lane cross section, including the installation of curb and gutter and the entire storm sewer system.

2. Contribution and Conveyance of Right-of-Way and Easements. The Property Owners shall contribute and convey to the City, at no cost to the City, right-of-way from Superior Street to the Terminus as shown on Attachment "D" which is attached hereto and incorporated herein by this reference ("Right-of-Way"). The Property Owners agree to convey the Right-of-Way to the City by warranty deed. The City agrees to initiate an ordinance accepting the conveyance of said Right-of-Way pursuant to Article IX-B, Section 6 of the City Charter within thirty (30) days after Olsson's completed Design Plans have been approved by the City and the Property Owners. The Property Owners shall also, at no cost to the City, convey such permanent and temporary construction easements as may be necessary to properly complete the water line in North 33rd Street and the paving of North 33rd Street. Said easements shall be granted to the City within

fifteen (15) days of Olsson's completion of the final construction plans and specifications for the paving of the two interior lanes and necessary left turn lanes of North 33<sup>rd</sup> Street to Urban Standards. The City agrees the dedication of the right-of-way by the Property Owners of over 100 feet in width, as shown on Attachment "D", shall be considered in any future request by the abutting Property Owners in seeking a corresponding waiver of the front yard setback.

The City agrees that an authorized representative of the City of Lincoln will complete and sign Part IV - Donee Acknowledgment, of Internal Revenue Service form 8283 - Noncash Charitable Contributions, which acknowledges that the City is a qualified organization under section 170(c) of the Internal Revenue Code and that it received the donated property on the date of the conveyance of the real estate interest.

3. Section 404 Permit Application and Wetlands Mitigation Plan for North 33<sup>rd</sup> Street. Property Owners, at their own cost and expense, shall retain Olsson Environmental Sciences ("OES") to prepare on behalf of the City a section 404 permit application and related wetlands mitigation plan (collectively referred to as "Wetlands Application and Plan") for the construction of North 33<sup>rd</sup> Street. The Property Owners' obligation to pay for the cost of said Wetlands Application and Plan shall also include, but not be limited to, OES's cost to respond to all inquiries received through the Public Notification process, to respond to questions from the Corps of Engineers and to prepare any amendments to the Wetlands Application and Plan required for the City to obtain approval of the 404 Permit from the Corps of Engineers. The parties acknowledge said Wetlands Application and Plan has been approved by the City and submitted to the Corps of Engineers. The approval of each individual Property Owner's Wetlands Application and Plan for their own development is not contingent upon the approval of any other Property Owner's Wetlands Application and Plan.
4. Annexation. The City concurrently with the approval of this Agreement is annexing that portion of the Knox Tract, Carrera Tract and Schworer Tract legally described and shown on Attachment "E", which is attached hereto and incorporated herein by this reference. This annexation will facilitate the creation of water district(s) and paving district(s) to accomplish the paving and water line in North 33<sup>rd</sup> Street.
5. North 33<sup>rd</sup> Street Grading. The Property Owners agree to grade, at their cost, North 33<sup>rd</sup> Street from Superior Street north to the Terminus to urban standards for a four lane cross section in accordance with the Design Plans prepared by Olsson ("Grading"). Schworer agrees to complete the Grading of that portion of North 33<sup>rd</sup> Street abutting the LES Substation and Fire Station through an executive order issued by the City. The City agrees to reimburse Schworer for the actual cost of such Grading which is estimated to be approximately \$9,950.
6. North 33<sup>rd</sup> Street Water District. Upon approval of the City's Wetlands Application and Plan and the Property Owner's commencement of the Grading as set forth above, the City shall propose to the City Council the creation of a water district or districts to accomplish

the construction of a 16-inch ductile iron pipe water main in the right-of-way of North 33rd Street from a point 450 feet north of Superior Street north to the Terminus. The City shall specifically assess the benefited properties within the water district or districts for the cost of a typical 6-inch water line abutting a residential area and a typical 8-inch water line abutting commercial and industrial areas. The Property Owners agree not to object to the levying of the above assessment against their respective properties within the water district or districts and further agree to pay all assessments so levied as they become due and payable. The City shall be responsible for all costs associated with the water line of any additional diameter due to the fact the City constructs a 16-inch water line.

7. North 33rd Street Paving District. Subsequent to or simultaneous with the proposal to create a water district or districts, the City shall propose to the City Council the creation of a paving district or districts to accomplish the Urban Standard paving for the ultimate build out of a four lane cross section of North 33rd Street from Superior to the Terminus including curb and gutter and the entire storm sewer system. In addition, the paving district(s) shall accomplish the full build out of North 33<sup>rd</sup> Street at the intersection with Superior Street as shown on Attachment "F", which is attached hereto and incorporated herein by this reference, two right turn lanes into the Schworer Tract as shown on Attachment "F", a right turn lane into the LPS Tract, a right turn at Folkways Boulevard, a right turn lane at 32<sup>nd</sup> Street, a right turn lane at Salt Creek Road and returns at the minor intersections. In conjunction with the paving district or districts, the City agrees to complete as a separate project, the full build out of the intersection of North 27<sup>th</sup> Street and Fletcher as shown on Attachment "G", which is attached hereto and incorporated herein by this reference.

Upon creation of such paving district or districts each Property Owner shall provide a petition(s) to order construction of the paving district or districts. Olsson has prepared a North 33<sup>rd</sup> Street Paving District Preliminary Opinion of Construction Costs Full Build Out - 28' Medians, which is attached hereto as Attachment "H" and is incorporated herein by this reference ("Preliminary Opinion"). The Preliminary Opinion does not include City staking and inspection fees for the paving district(s). The City and the Property Owners agree the staking and inspection fees for the paving district(s) shall be split with the Property Owners being responsible for fifty-three percent (53%) of the costs and the City being responsible for forty-seven percent (47%) of the costs.

The City shall specifically assess the benefited properties within the paving district or districts for the cost of paving and constructing storm sewer for the equivalent of a thirty-three (33) feet pavement section. The Property Owners agree not to object to the City's levying of assessments against their respective properties within the paving district or districts for the cost of paving and constructing storm sewer for the equivalent of a thirty-three (33) feet pavement section of North 33rd Street. The Property Owners further agree to pay all assessments so levied as they become due and payable. The City shall be responsible for the costs listed on the Preliminary Estimate that are over and above the cost of paving and constructing storm sewer for the equivalent of a thirty-three

(33) feet pavement section. The City shall also be responsible for the costs listed as items to be paid for by the City on pages 3 and 5 of Attachment "H".

8. Payment of Non-Assessable Costs. Superior Pointe, LLC, Schworer and LPS agree to contribute directly to the City the non-assessable costs of the street improvements listed on page 5 of Attachment "H" as items to be paid for by Land Owner ("Non-Assessable Improvements"). At the time the paving district(s) is created the Superior Pointe, LLC and Schworer shall contribute the following amounts to the City in cash, bonds, escrows, or other security agreements acceptable to the City ("Paving Security"), which funds shall be used solely to provide security for the Non-Assessable Improvements; provided that, neither LPS nor any other Property Owner shall be required to furnish the City a bond, escrow, letter of credit or other security agreement to guarantee LPS's payment of its share of the Paving Security:

<u>Property Owner</u>	<u>Amount</u>
Superior Pointe	\$92,730
Carrera	\$76,584
Schworer	\$54,262

At the time the City Council sits as a Board of Equalization to equalize the assessment for the paving district(s), the City shall determine the percentage of the paving cost which is attributable to the Non-Assessable Improvements. The City shall notify the Property Owners in writing of the portion of the contract attributable to the Non-Assessable Improvements. Within thirty (30) days after receipt of such notice, the Property Owners shall deliver certified or cashiers checks to the City for the cost of the Non-Assessable Improvements. If any Property Owner fails to deliver such certified or cashiers check for its share of the Non-Assessable Improvements within such thirty (30) day period, the City may apply that Property Owner's Paving Security to such costs.

In the event that any assessments levied against benefited properties for such water or paving district, if created, are challenged and are for any reason declared to be void, illegal, in excess of benefits, or otherwise unenforceable, then the Property Owners agree to pay to the City, in full, an amount equal to the amount of the assessments so declared to be void, illegal, in excess of benefits, or otherwise unenforceable.

9. Executive Order Construction. In the event that the City Council does not create such water and paving districts or in the event such districts are not ordered constructed in a timely manner, the Property Owners shall, at their own cost and expense, construct or cause to be constructed such 16 inch water line and pavement of such four lane cross section under the authority of an Executive Order issued by the Mayor of the City of Lincoln. The City shall subsidize the oversizing of the water line above 6-inch and 8-inch as set forth in paragraph 6 above and the costs listed on the Preliminary Estimate for paving that are over and above the cost of paving and constructing storm sewer for the equivalent of a thirty-three (33) feet pavement section as well as the City items on pages

3 and 5 of Attachment H. The City agrees that it will not require LPS or any other Property Owner to post any bond or other security agreement for LPS's share of any costs under such Executive Order.

10. Wetlands Mitigation. The Property Owners understand and agree that the cost of the City's Wetlands Application and Plan and the wetlands mitigation required thereunder shall not be included within the assessment districts for grading, water or paving. Property Owners agree to contribute directly to the City all the cost of the Wetlands Application and Plan and the wetlands mitigation required thereunder. Said costs are estimated to be approximately Seventy-seven Thousand Five Hundred and no/100 Dollars (\$77,500). Said costs of the Wetlands Application and Plan and the wetlands mitigation required thereunder shall be allocated to each Property Owner based upon the percentages set forth below:

<u>Property Owner</u>	<u>Percentage</u>
Northridge	6.0%
Ridge	6.3%
LPS	14.2%
Knox	6.0%
Superior Pointe	30.0%
Carrera	17.5%
Schworer	20.0%

Property Owners shall pay to the City the above estimated amount within thirty (30) days following written notice from the City that the City is proceeding with the wetlands mitigation; provided that the Property Owners shall receive a credit for all amounts they have previously paid directly to OES for the preparation and processing of the Wetlands Application and Plan on behalf of the City. Property Owners further agree to pay to the City the actual costs for the wetlands mitigation in excess of said \$77,500 within thirty (30) days following written notice from the City that the mitigation costs have exceeded the \$77,500 previously contributed. The City and Property Owners recognize that there may be ongoing maintenance and replacement costs associated with the successful implementation of the wetlands mitigation required under the City's Wetlands Application and Plan. The City agrees it shall be responsible for the ongoing maintenance and replacement costs associated with the wetlands.

Property Owners agree to use their best efforts to try to complete the wetlands mitigation required by each Property Owner's individual development by expanding the wetlands on their individual developments or combining their mitigation requirements together in one location. If the mitigation is completed upon one Property Owner's Tract, that Property Owner shall be fairly compensated by the other Property Owners for the property used for mitigation.



11. Guarantee.

A. To guarantee each Property Owner's payment of their contribution set forth in paragraph 10 above, each Property Owner shall within thirty (30) days from the date of this Agreement furnish to the City bonds, escrows, letters of credit or other security agreements approved by the Law Department of the City in following amounts; provided that, neither LPS nor any other Property Owner shall be required to furnish the City a bond, escrow, letter of credit or other security agreement to guarantee LPS's payment of its share of the contribution set forth in paragraph 10 above:

<u>Property Owner</u>	<u>Amount</u>
Northridge	\$4,650
Ridge	\$4,882
Knox	\$4,650
Superior Pointe	\$23,250
Carrera	\$13,563
Schworer	\$15,500

B. Each Property Owner agrees that in the event such Property Owner does not contribute its share of the above mentioned Wetlands Application and Plan and associated wetlands mitigation cost, the City may draw upon the bond, escrow, letter of credit, or other security agreement provided by said Property Owner for payment of said Property Owner's contribution or reimbursement.

12. Indemnification. Property Owners hereby agree to indemnify and hold the City harmless, based upon the allocation set forth below, for all costs associated with the Wetlands Application and Plan and the wetlands mitigation required thereunder. The Property Owners agree any and all costs arising as a result of this provision shall be allocated to each Property Owner based upon the percentages set forth below:

<u>Property Owner</u>	<u>Percentage</u>
Northridge	6.0%
Ridge	6.3%
LPS	14.2%
Knox	6.0%
Superior Pointe	30.0%
Carrera	17.5%
Schworer	20.0%

13. Future Street Improvements. The parties hereby agree that the provision of the above described North 33rd Street improvements and the allocation of cost responsibilities therefore limits the right of the City to impose conditions or to require additional

dedications, contributions, or construction regarding North 33<sup>rd</sup> Street in conjunction with the approval of future zoning requests, plats and dedications, use permits, special permits, planned unit developments, or community unit plans incorporating therein Northridge, Ridge, LPS, Knox, Superior Pointe, Carrera or Schworer Tracts or any portion thereof to requiring additional right turn lanes on North 33<sup>rd</sup> Street at the minor intersections.

14. 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 their respective Tracts.
15. Amendments. This Agreement may only be amended or modified in a writing signed by all parties to this Agreement.
16. 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.
17. Execution in Counterparts. This Agreement may be executed on two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
18. 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.
19. 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 and interpretation of contracts generally.
20. Relationship of Parties. Neither the method of computation of funding nor any other provisions contained in this Agreement nor any acts of any Party shall be deemed or construed by the City, or by any third person to create the relationship of partnership or of joint venture or of any association between the parties, other than contractual relationships stated in this Agreement.
21. 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.

22. Notices. Any notice hereunder shall be given in writing to the party or parties for whom it is intended, in person or by certified mail, at the following addresses or such future address as may be designated in writing.

City: City of Lincoln, Nebraska  
Attention: City Clerk  
555 South 10th Street  
Lincoln, NE 68508

Northridge: John Schleich  
CIP  
3808 Normal Boulevard  
Lincoln, NE 68506

Ridge: Tom White  
John Brager  
Ridge Development  
PO Box 22296  
Lincoln, NE 68542-2296

LPS: Cliff Dale  
Lincoln Public Schools  
5901 O Street  
Lincoln, NE 68510

Superior Pointe: Don Linscott  
Mega Corporation  
PO Box 4560  
Lincoln, NE 68504

Knox: Art Knox  
920 Pine Tree Lane  
Lincoln, NE 68521

Carrera: Don Linscott  
Mega Corporation  
PO Box 4560  
Lincoln, NE 68504

Schworer: Dennis Schworer  
Saturn of Omaha  
344 North 115th Street  
Omaha, NE 68154

23. Time is of the Essence. Time is of the essence under this Agreement.

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

ATTEST:



**City of Lincoln, Nebraska,**  
a municipal corporation

By:

Mayor

**Northridge Heights Partners,**  
a Nebraska general partnership

By: Brester Construction, Inc., a  
Nebraska corporation

By:

Ronald B. Brester, President

By: Home Realty, Inc., a Nebraska  
corporation

By:

John F. Schleich, President

**Ridge Development Company,**  
a Nebraska corporation

By:

Thomas E. White,  
President of Development

By:

John C. Brager,  
President of Construction

Lancaster County School District 001,  
a.k.a. Lincoln Public Schools, a  
governmental entity

By: [Signature]  
Title: Associate Superintendent

Knox Associates, L.L.C., a Nebraska  
limited liability company

By: [Signature]  
Title: Partner

Superior Pointe Partners,  
a Nebraska general partnership

By: Donald W. Jewett  
Title: Managing Partner

North Thirty-Third LLC, a Nebraska  
limited liability company

By: Donald W. Jewett  
Title: Managing Member

Dennis R. Schworer, L.L.C.,  
a Nebraska limited liability company

By: Dennis R. Schworer  
Title: MANAGER

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Mayor \_\_\_\_\_, Mayor of the City of Lincoln, Nebraska, a municipal corporation, on behalf of the municipal corporation.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

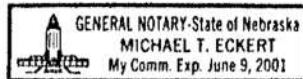
The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of NOVEMBER, 1999 by Ronald B. Brester, President of Brester Construction, Inc., general partner of Northridge Heights Partners, a Nebraska general partnership, on behalf of the general partnership.



*Michael T. Eckert*  
Notary Public

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

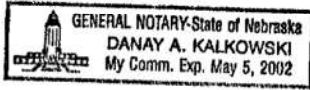
The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of NOVEMBER, 1999 by John F. Schleich, President of Home Realty, Inc., general partner of Northridge Heights Partners, a Nebraska general partnership, on behalf of the general partnership.



*Michael T. Eckert*  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

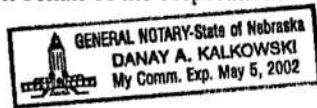
The foregoing was acknowledged before me this 23<sup>rd</sup> day of November, 1999, by Thomas E. White, President of Development of Ridge Development Company, a Nebraska corporation, on behalf of the corporation.



Danay A. Kalkowski  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

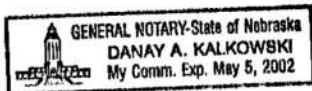
The foregoing was acknowledged before me this 7<sup>th</sup> day of December, 1999, by John C. Brager, President of Construction of Ridge Development Company, a Nebraska corporation, on behalf of the corporation.



Danay A. Kalkowski  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

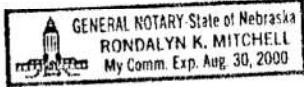
The foregoing was acknowledged before me this 23<sup>rd</sup> day of November, 1999, by Clifford H. Dale, Associate Supt. of Lancaster County School District 001, a.k.a. Lincoln Public Schools, a governmental entity, on behalf of the governmental entity.



Danay A. Kalkowski  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

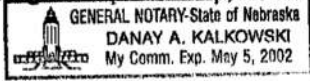
The foregoing was acknowledged before me this 24th day of November, 1999, by Arthur L. Knox of Knox Associates, L.L.C., a Nebraska limited liability company, on behalf of the limited liability company.



Rondalyn K. Mitchell  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

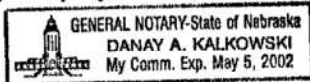
The foregoing was acknowledged before me this 23rd day of November, 1999, by Donald W. Kinser, <sup>Managing Member</sup> ~~Partner~~ of Superior Pointe Partners, a Nebraska general partnership, on behalf of the general partnership.



Danay A. Kalkowski  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

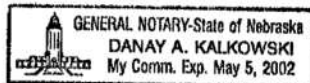
The foregoing was acknowledged before me this 23rd day of November, 1999, by Donald W. Kinser, <sup>Managing Member</sup> ~~Partner~~ of the North Thirty-Third LLC, a Nebraska limited liability company, on behalf of the limited liability company.



Danay A. Kalkowski  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing was acknowledged before me this 23rd day of November, 1999, by Dennis R. Schworer, <sup>Manager</sup> of Dennis R. Schworer, L.L.C., a Nebraska limited liability company, on behalf of the limited liability company.



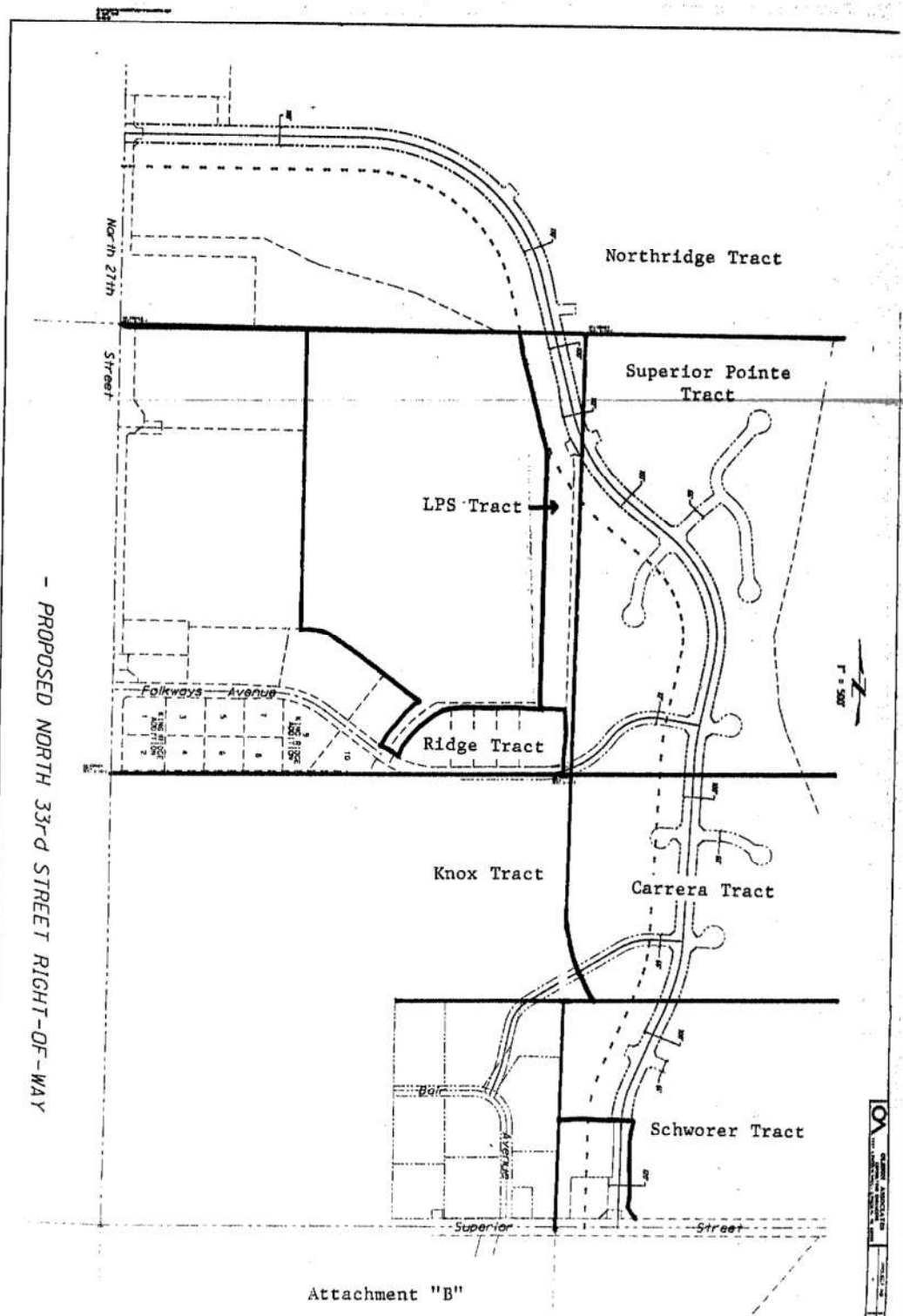
Danay A. Kalkowski  
Notary Public



ATTACHMENT "A"

- Northridge Tract: Outlot B, Northridge Heights 2<sup>nd</sup> Addition, Lincoln, Lancaster County, Nebraska
- Ridge Tract: Outlots B, C, D, E, F, G, H, I, J and K, all located in King Ridge 1<sup>st</sup> Addition, Lincoln, Lancaster County, Nebraska, and Lots 2-10 and Outlot A, all located in King Ridge Addition, Lincoln, Lancaster County, Nebraska
- LPS Tract: Lot 3, Block 1 and Outlot A, King Ridge 1<sup>st</sup> Addition, Lincoln, Lancaster County, Nebraska
- Superior Pointe Tract: Lots 9, 55, 56 and 57, Irregular Tracts located in N ½ of Section 6, Township 10 North, Range 7 East of the 6<sup>th</sup> P.M., Lancaster County, Nebraska
- Knox Tract: Lots 62 and 63, Irregular Tracts located in S ½ of Section 6, Township 10 North, Range 7 East of the 6<sup>th</sup> P.M., Lancaster County, Nebraska
- Carrera Tract: Lots 64 and 66, Irregular Tracts located in S ½ of Section 6, Township 10 North, Range 7 East of the 6<sup>th</sup> P.M., Lancaster County, Nebraska
- Schworer Tract: Lot 61 Irregular Tract located in S ½ of Section 6, Township 10 North, Range 7 East of the 6<sup>th</sup> P.M., Lancaster County, Nebraska

SE 1/4 ✓  
NW 1/4 67, 68 ✓  
SW 1/4 ✓  
NE 1/4 ✓



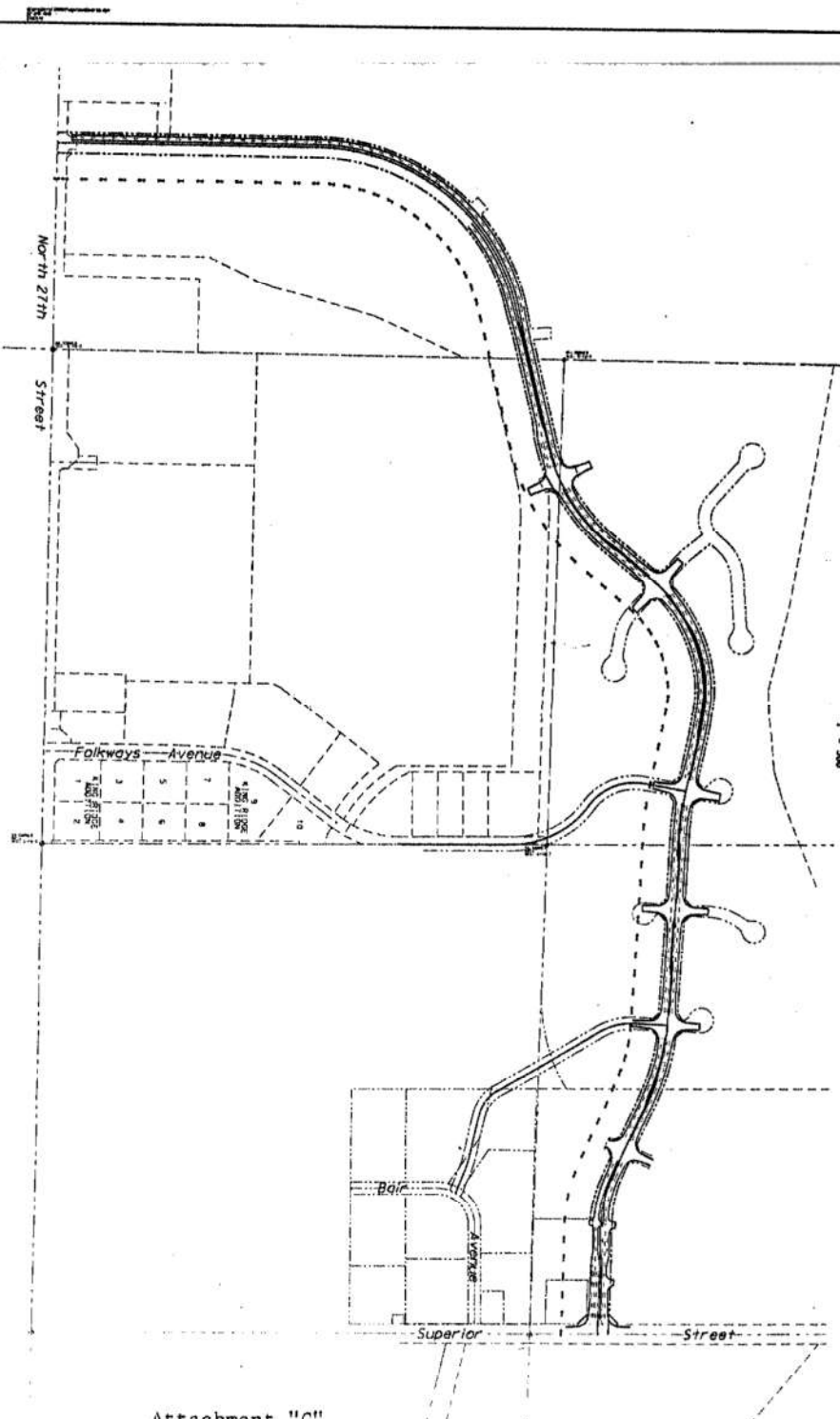
PROPOSED NORTH 33RD STREET RIGHT-OF-WAY

Attachment "B"

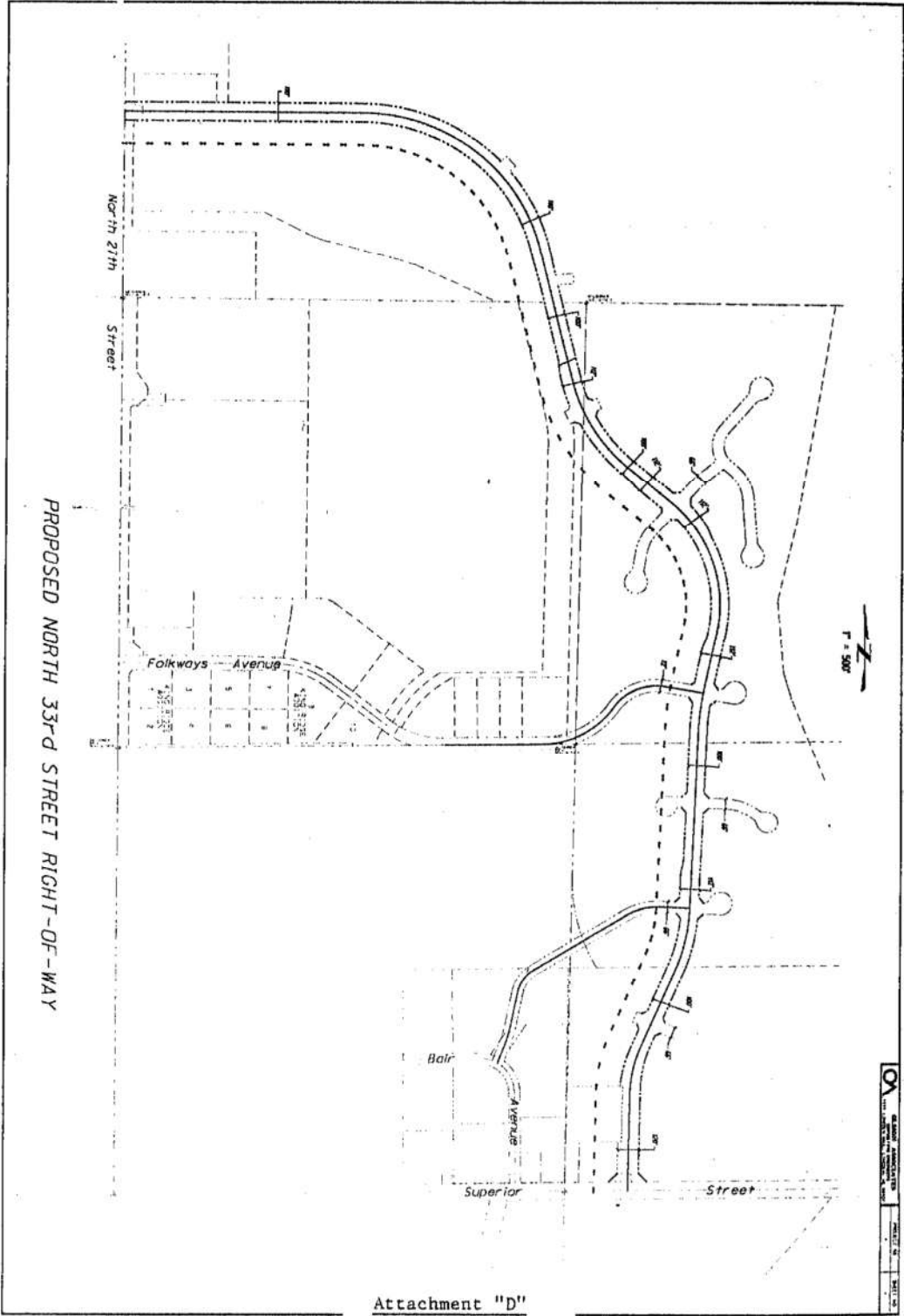
1" = 500'

DATE: 10/15/2010  
 DRAWN BY: [illegible]  
 CHECKED BY: [illegible]  
 PROJECT: [illegible]

EXHIBIT - PROPOSED NORTH 33rd STREET MEDIAN BREAKS



Attachment "C"



NO	DATE	BY	REVISION

**LEGAL DESCRIPTION  
ANNEXATION  
(REVISED 01/04/2000)**

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOT 63 I.T., A PORTION OF LOT 67 I.T., AND A PORTION OF LOT 61 I.T., ALL LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6<sup>TH</sup> P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER, THENCE ON AN ASSUMED BEARING OF NORTH 01 DEGREES 01 MINUTES 49 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 583.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 61 I.T., SAID POINT BEING **THE TRUE POINT OF BEGINNING**, THENCE NORTH 89 DEGREES 30 MINUTES 03 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 61 I.T., A DISTANCE OF 320.00 FEET TO THE NORTHEAST CORNER OF LOT 60 I.T., THENCE NORTH 88 DEGREES 13 MINUTES 19 SECONDS EAST, A DISTANCE OF 250.04 FEET TO A POINT, THENCE NORTH 01 DEGREES 00 MINUTES 12 SECONDS EAST, A DISTANCE OF 9.84 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 520.00 FEET, ARC LENGTH OF 240.08 FEET, DELTA ANGLE OF 26 DEGREES 27 MINUTES 10 SECONDS, A CHORD BEARING OF NORTH 14 DEGREES 13 MINUTES 47 SECONDS EAST, AND A CHORD LENGTH OF 237.95 FEET TO A POINT, THENCE NORTH 22 DEGREES 57 MINUTES 21 SECONDS EAST, A DISTANCE OF 449.30 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 1200.00 FEET, ARC LENGTH OF 92.05 FEET, DELTA ANGLE OF 04 DEGREES 23 MINUTES 42 SECONDS, A CHORD BEARING OF NORTH 20 DEGREES 45 MINUTES 30 SECONDS EAST, AND A CHORD LENGTH OF 92.03 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT 67 I.T., THENCE NORTH 89 DEGREES 24 MINUTES 30 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 67 I.T., A DISTANCE OF 85.92 FEET TO THE SOUTHEAST CORNER OF SAID LOT 67 I.T., THENCE NORTH 33 DEGREES 31 MINUTES 48 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 67 I.T., A DISTANCE OF 211.58 FEET TO A POINT OF DEFLECTION, THENCE NORTH 38 DEGREES 28 MINUTES 38 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 67 I.T., A DISTANCE OF 441.81 FEET TO A POINT OF DEFLECTION, THENCE NORTH 24 DEGREES 59 MINUTES 40 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 67 I.T., A DISTANCE OF 189.56 FEET TO A POINT OF DEFLECTION, THENCE NORTH 20 DEGREES 53 MINUTES 42 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 67 I.T., A DISTANCE OF 166.62 FEET TO A POINT OF DEFLECTION, THENCE NORTH 44 DEGREES 39 MINUTES 07 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 67 I.T., A DISTANCE OF 108.44 FEET TO A POINT OF DEFLECTION, THENCE NORTH 19 DEGREES 52 MINUTES 12 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 67 I.T., A DISTANCE OF 187.85 FEET TO A POINT OF

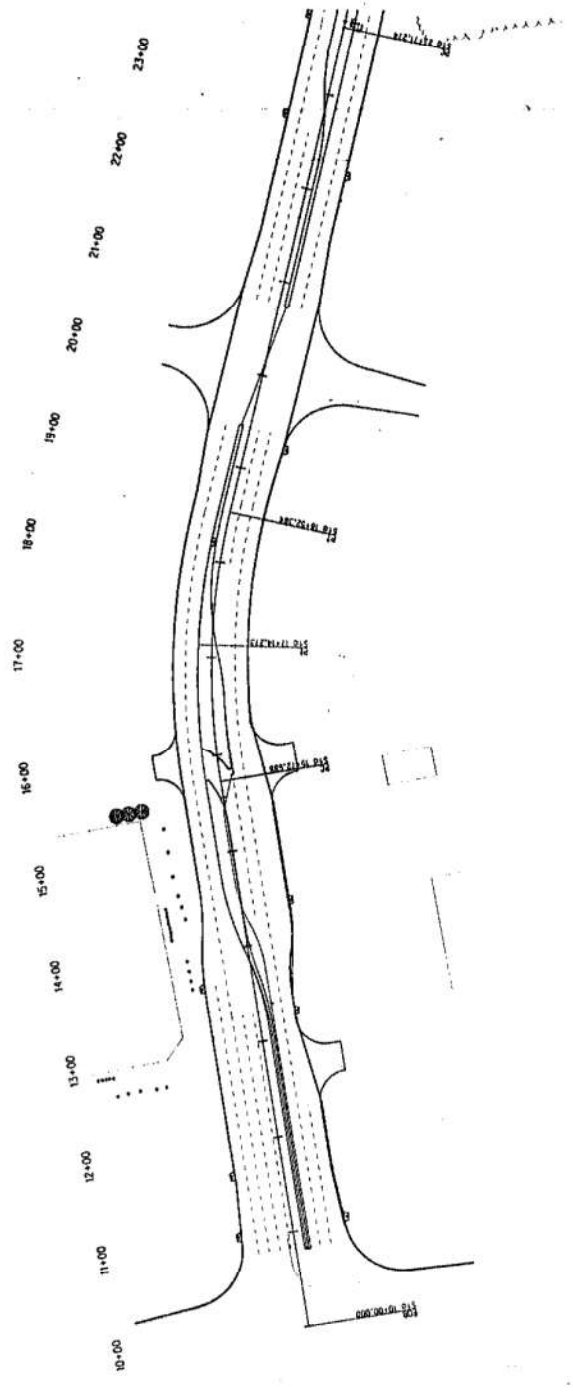
DEFLECTION, THENCE NORTH 23 DEGREES 58 MINUTES 27 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 67 I.T., A DISTANCE OF 249.15 FEET TO THE NORTHEAST CORNER OF SAID LOT 67 I.T., SAID POINT BEING THE NORTHEAST CORNER OF NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER, THENCE SOUTH 89 DEGREES 20 MINUTES 15 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 67 I.T., A DISTANCE OF 1327.66 FEET TO THE NORTHWEST CORNER OF SAID LOT 67 I.T., SAID POINT BEING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, THENCE SOUTH 01 DEGREES 01 MINUTES 49 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 67 I.T., AND AN EXTENSION OF SAID LOT 67 I.T., A DISTANCE OF 1325.42 FEET TO THE NORTHWEST CORNER OF SAID LOT 61 I.T., THENCE SOUTH 01 DEGREES 01 MINUTES 49 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 61 I.T., A DISTANCE OF 742.42 FEET TO THE TRUE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 50.51 ACRES, OR 2,200,228.28 SQUARE FEET MORE OR LESS.

JANUARY 4, 2000 (2:24PM)  
DECEMBER 28, 1999 (10:25AM)  
F:\projects\980601\MIKE\NEWANNEX.L01



NORTH 33RD STREET  
PAVING DISTRICT NO.

10  
DATE: 11/15/11  
PROJECT NO: 11-001  
SHEET NO: 11-001-01

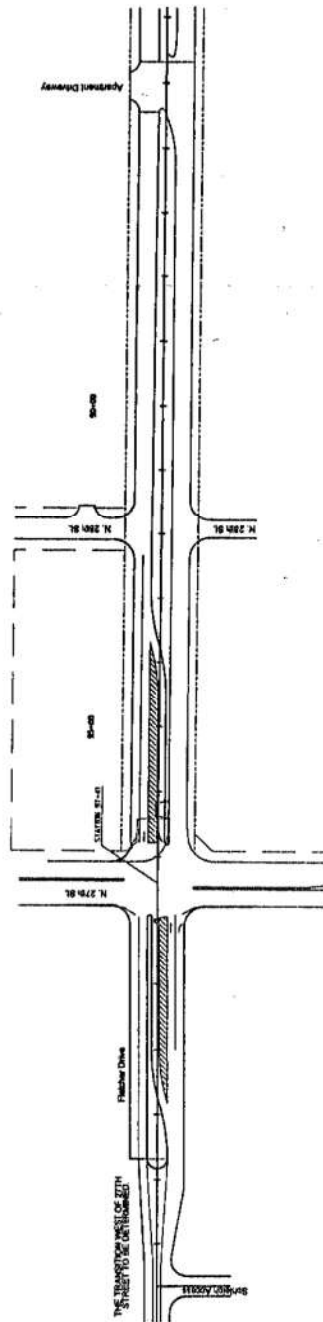
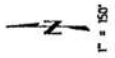


GEOMETRICS  
Sta. 10+00 to Sta. 23+00

Attachment "F"

11-XXX-X-XX





No. 27th & Fletcher Intersection Improvement

XXX-X-XX

Attachment "G"

**NORTH 33rd STREET PAVING DISTRICT  
PRELIMINARY OPINION OF CONSTRUCTION COSTS  
FULL BUILD OUT - 28' MEDIANS**

Revised September 1999  
F:/projects/980081/data/cost5in.123

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
<b>PAVEMENT</b>				
9" P.C.C. PAVEMENT	48,871	SY	\$36.00	\$1,759,356.00
9" P.C.C. PAVEMENT(@returns)	4,680	SY	\$36.00	\$168,480.00
CONCRETE MEDIAN NOSE	16	EA	\$200.00	\$3,200.00
MEDIAN SURFACING(4")	21,250	SF	\$3.50	\$74,375.00
MEDIAN FILL	1,150	CY	\$4.00	\$4,600.00
LPS RIGHT TURN LANE	1	LS	\$16,000.00	\$16,000.00
PAVEMENT MARKING	1	LS	\$180,000.00	\$180,000.00
<b>CULVERT CROSSINGS</b>				
TRIPLE 12'x10' BOX CULVERT	122	LF	\$1,450.00	\$176,900.00
CULVERT HEADWALLS	2	EA	\$12,500.00	\$25,000.00
60" RCP	140	LF	\$90.00	\$12,600.00
60" FES	2	EA	\$1,500.00	\$3,000.00
48" RCP	122	LF	\$75.00	\$9,150.00
48" FES	2	EA	\$900.00	\$1,800.00
<b>STORM SEWER</b>				
TYPE 'A-2' INLETS	41	EA	\$1,300.00	\$53,300.00
TYPE 'M-2' MANHOLE	4	EA	\$1,500.00	\$6,000.00
15" RCP	1,340	LF	\$18.00	\$24,120.00
18" RCP	1,540	LF	\$22.00	\$33,880.00
21" RCP	410	LF	\$26.00	\$10,660.00
24" RCP	525	LF	\$30.00	\$15,750.00
30" RCP	625	LF	\$40.00	\$25,000.00
36" RCP	405	LF	\$52.00	\$21,060.00
42" RCP	30	LF	\$65.00	\$1,950.00
21" FES	1	EA	\$300.00	\$300.00
24" FES	1	EA	\$350.00	\$350.00
30" FES	1	EA	\$425.00	\$425.00
36" FES	1	EA	\$600.00	\$600.00
42" FES	1	EA	\$750.00	\$750.00
48" FES	1	EA	\$900.00	\$900.00
<b>SUBTOTAL</b>				\$2,629,506.00
<b>CONTINGENCY(15%)</b>				\$394,425.90
<b>TOTAL</b>				<b>\$3,023,931.90</b>

Attachment "H"

**COALITION OF LAND OWNERS' CONTRIBUTION  
33' EQUIVALENT PAVEMENT SECTION**

<b>ITEM</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENSION</b>
<b>PAVEMENT</b>				
9" P.C.C. PAVEMENT(33' width)	23,467	SY	\$36.00	\$844,812.00
PAVEMENT MARKING	1	LS	\$60,000.00	\$60,000.00
<b>CULVERT CROSSINGS</b>				
TRIPLE 12'x10' BOX CULVERT	88	LF	\$1,450.00	\$127,600.00
CULVERT HEADWALLS	2	EA	\$12,500.00	\$25,000.00
60" RCP	88	LF	\$90.00	\$7,920.00
60" FES	2	EA	\$1,500.00	\$3,000.00
48" RCP	88	LF	\$75.00	\$6,600.00
48" FES	2	EA	\$900.00	\$1,800.00
<b>STORM SEWER</b>				
TYPE 'A-2' INLETS	41	EA	\$1,300.00	\$53,300.00
TYPE 'M-2' MANHOLE	4	EA	\$1,500.00	\$6,000.00
15" RCP	1,000	LF	\$18.00	\$18,000.00
18" RCP	1,340	LF	\$22.00	\$29,480.00
21" RCP	410	LF	\$26.00	\$10,660.00
24" RCP	525	LF	\$30.00	\$15,750.00
30" RCP	625	LF	\$40.00	\$25,000.00
36" RCP	405	LF	\$52.00	\$21,060.00
42" RCP	30	LF	\$65.00	\$1,950.00
21" FES	1	EA	\$300.00	\$300.00
24" FES	1	EA	\$350.00	\$350.00
30" FES	1	EA	\$425.00	\$425.00
36" FES	1	EA	\$600.00	\$600.00
42" FES	1	EA	\$750.00	\$750.00
48" FES	1	EA	\$900.00	\$900.00
<b>SUBTOTAL</b>				\$1,261,257.00
<b>CONTINGENCY(15%)</b>				\$189,188.55
<b>SUBTOTAL</b>				<b>\$1,450,445.55</b>
<b>PLUS SCHWORER RIGHT TURN LANES</b>				\$21,970.00
<b>PLUS LPS RIGHT TURN LANE</b>				\$16,000.00
<b>PLUS SUPERIOR POINTE RIGHT TURN LANE</b>				\$12,000.00
<b>PLUS NORTH 33rd, L.L.C. RIGHT TURN LANE</b>				\$12,000.00
<b>PLUS 9" PC.C. PAVEMENT (@returns)(+15%)</b>				\$193,752.00
<b>MINUS WIDTH &amp; DEPTH SUBSIDY(NORTHRIDGE)</b>				\$28,080.00
<b>MINUS FIRE STATION AND LES FRONTAGE</b>				\$63,796.94
<b>TOTAL</b>				<b>\$1,614,290.61</b>

Attachment "H"

OPINION OF LAND OWNERS' CONTRIBUTION		53%	\$1,614,290.61
OPINION OF CITY OF LINCOLN'S CONTRIBUTION		47%	\$1,409,641.29
OPINION OF TOTAL COST			\$3,023,931.90

**RELATED ITEMS TO BE PAID FOR BY CITY**

**PAVING IMPROVEMENTS**

27th & FLETCHER PAVING	1	LS	\$230,000.00	\$230,000.00
WIDTH & DEPTH SUBSIDY THROUGH NORTHRIDGE	2,340	SY	\$12.00	\$28,080.00

**TRAFFIC SIGNALS**

27th & FLETCHER	1	EA	\$70,000.00	\$70,000.00
33rd & SUPERIOR	1	EA	\$70,000.00	\$70,000.00
33rd & FOLKWAYS BLVD	1	EA	\$70,000.00	\$70,000.00
33rd & SCHOOL SITE	1	EA	\$70,000.00	\$70,000.00

**STREET LIGHTS**

STREET LIGHT UNIT(BOC)	42	EA	\$2,050.00	\$86,100.00
STREET LIGHT UNIT(MEDIAN)	13	EA	\$2,600.00	\$33,800.00

OPINION OF TOTAL CITY OF LINCOLN FUNDS REQUIRED	\$2,067,621.29
OR TOTAL FUNDS REQ'D W/OUT COST OF STREET LIGHTS	\$1,947,721.29

**NOTE:**

*The cost opinions outlined above are for estimating purposes only. The unit prices are based on bids received on recent projects with normal site conditions. Unit prices may vary due to contractor availability or atypical site conditions. Storm sewer costs are estimated assuming pipe outlets are located 12' outside of North 33rd Street right-of-way.*

**BREAKDOWN OF CONSTRUCTION COSTS BY OWNERSHIP  
PER PRELIMINARY OPINION OF CONSTRUCTION COSTS  
NORTH 33rd STREET PAVING DISTRICT**

SUPERIOR STREET TO MERIDIAN DRIVE

Revised September 1999

F:\projects\980081\data\assessment.123

OWNER	FRONTAGE (LF)	% OF TOTAL FRONTAGE	ASSESSMENT
City of Lincoln (Fire Department)	232	2%	\$26,289.33
Lincoln Electric System	331	3%	\$37,507.62
Dennis R. Schworer, L.L.C.	2,091	16%	\$236,943.88
North Thirty-Third, L.L.C.	2,677	21%	\$303,347.09
Superior Pointe Partners	4,348	34%	\$492,698.22
Lancaster County School District 001	950	7%	\$107,650.26
Ridge Development Company	534	4%	\$60,510.78
Northridge Heights Partners	1,637	13%	\$185,498.39
<b>TOTAL</b>	<b>12,800</b>	<b>100%</b>	<b>\$1,450,445.55</b>
OPINION OF TOTAL ASSESSABLE CONSTRUCTION COSTS			\$1,450,445.55

**ADJUSTMENTS FOR RIGHT TURN LANES AND SUBSIDIES**

OWNER	ITEM	ADJUSTMENT	REVISED CONTRIBUTION REQUIRED
City of Lincoln (Fire Department)			\$26,289.33
Lincoln Electric System			\$37,507.62
Dennis R. Schworer, L.L.C.	Right Turn Lanes	\$21,970.00	
	Intersection Return Paving	\$32,292.00	\$291,205.88
North Thirty-Third, L.L.C.	Intersection Return Paving	\$64,584.00	
	Right Turn Lane	\$12,000.00	\$379,931.09
Superior Pointe Partners	Intersection Return Paving	\$80,730.00	
	Right Turn Lane	\$12,000.00	\$585,428.22
Lancaster County School District 001	Right Turn Lane	\$16,000.00	
	Intersection Return Paving	\$16,146.00	\$139,796.26
Ridge Development Company			\$60,510.78
Northridge Heights Partners	Width & Depth Subsidy	\$28,080.00	\$157,418.39
<b>TOTAL</b>			<b>\$1,678,087.55</b>
<b>TOTAL MINUS FIRE DEPARTMENT AND LES</b>			<b>\$1,614,290.61</b>

NOTE:  
OPINION OF ASSESSMENT DOES NOT INCLUDE CITY FEES.

**ADDITIONAL ITEMS CONSTRUCTED  
PER PRELIMINARY OPINION OF CONSTRUCTION  
SUPERIOR STREET TO MERIDIAN DRIVE  
August 1999**

**NORTH 33rd STREET PAVING DISTRICT**

<b>ITEM</b>	<b>TO BE PAID FOR BY</b>
Street Returns at Minor Intersections	Land Owner
Right Turn Lanes	Land Owner
Traffic Signals @ 33rd & Superior	City of Lincoln
Traffic Signals @ 33rd & Folkways Blvd	City of Lincoln
Traffic Signals @ 33rd & School Site	City of Lincoln
Linear Feet of Culvert Structures in Excess of 66'	City of Lincoln

**FLETCHER AVENUE IMPROVEMENTS**

Traffic Signals @ 27th & Fletcher	City of Lincoln
-----------------------------------	-----------------