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H-84250
A-84250

FILE AGAINST: ~~LOTS 1, 2, 3 & 4. NORTHBANK JUNCTION AND LOTS 20 AND 21, IRREGULAR TRACT, IN THE EAST 1/2 OF SECTION 32, T11N, R7E, 6TH P.M., LANCASTER CO., NE.~~
AGREEMENT

THIS AGREEMENT is entered into between the **City of Lincoln, Nebraska**, a municipal corporation in the State of Nebraska, hereinafter collective referred to as "City," **Roger H. Schwisow, Trustee of the Roger H. Schwisow Revocable Trust, and Eldonna Schwisow, Trustee of the Eldonna Schwisow Revocable Trust**, hereinafter collectively referred to as "Schwisow," and **Hartland Homes, Inc.**, a Nebraska corporation, hereinafter referred to as "Hartland" [Hartland and Schwisow are collectively referred to as "Contractor"] and **Detweiler Properties I, LLC**, a Nebraska limited liability company ("Detweiler").

RECITALS

A. The City has undertaken a program for the redevelopment of blighted and substandard areas in the City of Lincoln, Nebraska. As part of that program the City has prepared and approved the North 56th Street and Arbor Road Redevelopment Plan as amended (Redevelopment Plan) a copy of which, together with any and all amendments thereto, is on file in the Office of the City Clerk of the City (City Clerk).

B. The Redevelopment Plan calls for the City to support commercial redevelopment efforts on the west side of North 56th Street south of proposed Alvo Road identified in the Plan as Redevelopment Project Sub-Area A on a portion of Lots 20 and 21, Irregular Tracts, located in the East Half of the Section 32, Township 11 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska. The buildable portion of which is to be platted and legally described as:

Lots 3 and 4, Northbank Junction Addition; and Lots 1, 2 and 3, Northbank Junction 1st Addition, Lincoln, Lancaster County, Nebraska

hereinafter referred to as the "Project Site." Pursuant to *Neb. Rev. Stat. § 18-2147*, et seq., the Redevelopment Plan contains a provisions which provides that "any ad valorem tax levied upon real property in the Redevelopment Project for the benefit of any public body shall be divided, for a period not to exceed fifteen years after the effective date of such provision by the governing body as follows:

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Jean
City Clerk

- That portion of the ad valorem tax which is produced by the levy at the rate fixed each year by or for each such public body upon the Redevelopment Project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body; and
- That portion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principle of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing in whole or in part, the Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premiums due, have been paid, the authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon taxable real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.

Said provisions are hereinafter referred to as the “Ad Valorem Tax Provision.”

C. Detweiler has purchased from Schwisow Lot 1, Northbank Junction 1st Addition, Lincoln, Lancaster County, Nebraska within the Project Site for the purpose of constructing an approximately 26,000 square foot building for resale and commercial use by Inland Truck Parts, including parking and related uses as provided in this Agreement (Inland Truck Improvements).

D. It is necessary to (1) dedicate the public right-of-way for Alvo Road; (2) construct Alvo Road and related improvements as identified in the attached Exhibit “A” abutting the Project Site; and (3) construct certain other improvements within and upon Lot 1, Northbank Junction First Addition as identified in the attached Exhibit “B” necessary to permit the construction of the Inland Truck Improvements and all of which are collectively referred to as “Public Improvements” which Public Improvements are deemed essential to preparation of the Project Site for uses in accordance with the Redevelopment Plan.

E. *Neb. Rev. Stat.* §§ 18-2107 and 18-2150 (Reissue 1997) authorize the City to arrange or contract for the furnishing of the Public Improvements for or in connection with redevelopment of the Project Site. The City intends to use the tax increment revenues (tax increment financing (TIF) funds) under the Ad Valorem Tax Provision to pay for the same.

F. The City is willing to support redevelopment of the Project Site in accordance with the Redevelopment Project by constructing the Public Improvements with the use of TIF funds as said funds are received.

G. Contractor and Detweiler desire the Public Improvements to be constructed prior to or in association with Detweiler's construction of the Inland Truck Improvements and therefore Contractor agrees on behalf of the City to publicly bid and construct the Public Improvements at Contractor's own cost and expense through the City's executive order construction process subject to reimbursement as provided in Paragraph 6 below.

H. As an inducement for the City to enter into this Agreement, Schwisow and Detweiler are willing to place use restrictions on the Project Site and agree not to contest any taxable valuation assessed for the Project Site which does not cumulatively exceed the following amounts:

Lot 1, Northbank Junction 1 st Land Value:	\$ 625,000;
Lot 1, Northbank Junction 1 st Building:	\$1,875,000;
Lot 2, Northbank Junction 1 st Land Value:	\$ 300,000;
Lot 3, Northbank Junction 1 st Land Value:	\$ 300,000;
Lot 3, Northbank Junction Land Value:	\$ 215,000;
Lot 4, Northbank Junction Land Value:	\$ 250,000;

or a total assessed value of the Project Site of not less than \$ 3,565,000.

I. The City, Detweiler, and Contractor enter into this Agreement to implement the construction of the Public Improvements in connection with redevelopment of the Project Site in accordance with the Redevelopment Plan.

NOW, THEREFORE, in consideration of the above recitals which are hereby made a part of this Agreement and of the mutual covenants contained herein, the parties do agree as follows:

1. Construction. Detweiler, at its own cost and expense, shall design and construct the Inland Truck Improvements. Detweiler will use its best efforts to commence construction activities within 30 days after execution of this Agreement and to substantially complete construction of the Inland Truck Improvements within 12 months following the execution of this Agreement.

2. Grant of Right of Way or Other Easements to City. Contractor and Detweiler will dedicate, grant, or convey to the City without additional consideration the appropriate easements and right-of-way as may be required by applicable city specifications or construction standards related to the Public Improvements in a form acceptable to the City Attorney.

3. Representations. Detweiler represents and agrees that its undertakings, pursuant to this Agreement, have been, are, and will be, for the purpose of redevelopment of the Project Site and not for speculation in land holding.

4. Restrictions on Assignments of Rights or Obligations. Detweiler represents and agrees that prior to completion of the Inland Truck Improvements there shall be no sale or transfer of Lot 1 within the Project Site or assignment of its rights or obligations under this Agreement to any party without the prior written approval of the City (which shall not be unreasonably withheld), other than mortgages, and involuntary transfers by reason of death,

insolvency, or incompetence. The City shall be entitled to require, as conditions to any required approval, that:

a. Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by Contractor; and

b. Any proposed transferee, by instrument satisfactory to the City and in form recordable in the Office of the Register of Deeds, shall for itself and its successors and assigns and for the benefit of the City, have expressly assumed all of the obligations of Schwisow under this Agreement; and

c. There shall be submitted to the City for review, not less than ten (10) days prior to the proposed execution thereof, all instruments and other legal documents involved in the transfer or described in this Agreement; and if disapproved by the City, its disapproval and reasons therefore shall be indicated to Contractor in writing.

5. Construction of Public Improvements. Contractor at its own cost and expense through the City's executive order process shall design and construct the Public Improvements, subject to reimbursement as provided in Paragraph 6 below. Because the amount of the City's reimbursement will exceed \$10,000, Contractor agrees that no contract for the construction of any Public Improvement shall be awarded or entered into until after competitive bidding in accordance with City procedures. Contractor understands and agrees that Contractor will be solely responsible for the cost to construct the Public Improvements regardless of any expectation for reimbursement pursuant to Paragraph 6 below and in this regard shall defend and hold the City harmless from and against any claims related to the same or arising out of the

administration of the Tax Increment Provision, specifically including any shortfall in anticipated receipts from the Tax Increment Provision for any reason whatsoever including, but not limited to, a decline in taxable valuation of the Project Site.

6. Reimbursement for Public Improvements. The City shall, to the extent allowed by law, and then only to the extent funds are lawfully available from TIF funds, reimburse Contractor for Contractor's actual costs, with interest at the rate of four (4)% per annum, to construct the Public Improvements. Any reimbursement to be paid from TIF funds shall not constitute a general obligation or debt of the City. Only costs incurred after the effective date of this Agreement shall be eligible for reimbursement. The City shall not be liable nor be required to reimburse Contractor for any costs incurred by Contractor in the event this Agreement is not approved for any reason, including for reasons alleged to be the fault of the City. Any excess TIF funds resulting from the Tax Increment Provision on the Project Site not needed or required to reimburse Contractor for the Public Improvements shall be expended by the City or returned to the applicable taxing authorities as provided in the Community Development Law. Any shortfall in anticipated TIF funds from the Tax Increment Provision for any reason whatsoever, specifically including a decline in taxable valuation of the Project Site, shall be borne entirely by the Contractor without recourse of any kind against the City.

7. Use Restrictions. During the Tax Increment Period and in consideration of this agreement, Schwisow and Detweiler agree to prohibit the following uses on the Project Site as use restrictions contemplated under the Community Development Law:

- a. Any business whose predominant operation is the retail sale of alcoholic beverages (predominant shall mean retail gross sales of alcoholic beverages, including mixed drinks, in excess of 50% of gross sales on the

premises) or any such business that has an unreasonable pattern of unlawful disturbances or liquor law violations;

b. Any business whose predominant operation is the retail sale of tobacco products (predominant shall mean retail gross sales of tobacco products, including mixed products, in excess of 50% of gross sales on the premises) or any such business that has an unreasonable pattern of unlawful disturbances or tobacco law violations;

c. Any business operated or held out to the public as a sexually oriented business including any business in sexually oriented entertainment or materials such as any: sexually oriented show, movie, picture, exhibition, performance, demonstration, film, video, book, or other depictions of a sexually explicit nature; sexually oriented live entertainment or exotic dance; exotic lingerie; sex toys or sexually oriented paraphernalia; sexually oriented telecommunication, internet or similar service; sexually oriented massage parlor; or escort service.

d. Any business whose predominant operation is the use, storage or processing of hazardous or potentially hazardous materials as defined under applicable law, including any salvage or recycling operation, car wash, dry cleaning, vehicle body repair, paint, refinishing, or parts and equipment cleaning business; provided nothing herein shall be construed to prohibit dry cleaning pickup facility, convenience, food or fuel store.

e. Any business involving gambling or wagering even if otherwise permitted by law including keno, bingo, slot machines, video lottery machines,

casino games, or off-site pari-mutual wagering sites, but excluding the retail sale of lottery tickets as permitted by applicable law.

f. Any business involving a residential use, sale or display of weapons, self service laundromat, industrial manufacturing, off-site outdoor advertising on the premises, cell tower, radio telecommunication or other communication tower, illegal activities, or sale of any illegal goods or products.

8. Representations and Warranties of Hartland Schwisow and Detweiler. Hartland, Schwisow and Detweiler represent and warrant to City as follows:

a. **Organization; Power; Good Standing.** Hartland is a Nebraska corporation duly organized and validly existing in good standing under the laws of the State of Nebraska and has all requisite power and authority to own and operate its properties and carry on its business as now being conducted and to enter into this Agreement and perform the obligations hereunder. Detweiler is a Nebraska limited liability company duly organized and validly existing in good standing under the laws of the State of Nebraska and has all requisite power and authority to own and operate its properties and carry on its business as now being conducted and to enter into this Agreement and perform the obligations hereunder.

b. **Authority Relative to Agreement.** This Agreement has been duly executed and delivered by Hartland, Schwisow and Detweiler and constitutes a legal, valid and binding obligation of Hartland Schwisow and Detweiler, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the enforcement

of creditor's rights generally, or by judicial discretion in connection with the application of equitable remedies.

c. **Effect of Agreement.** The execution, delivery and performance of this Agreement by Hartland Schwisow and Detweiler have been duly authorized by all necessary action by Hartland Schwisow and Detweiler and except as provided in this Agreement will not require the consent, waiver, approval, license or authorization of any person or public authority, and will not violate any provision of law applicable to Hartland Schwisow or Detweiler, and will not violate any instrument, agreement, order, judgment, decree, statute, regulation, or any other restriction of any kind to which Hartland Schwisow or Detweiler is a party.

9. **Valuation of Property Within the Project Area.** The tax increment revenues (TIF funds) which are to be used to reimburse Contractor for the Public Improvements will be derived from the increased valuation from redeveloping the Project Site as provided in this Agreement. So long as any reimbursement for the Public Improvements remains outstanding and unpaid, Schwisow agrees not to contest any taxable valuation assessed for that portion of the Project Site platted as Lots 3 and 4, Northbank Junction Addition and Lots 2 and 3, Northbank Junction 1st Addition which does not cumulatively exceed \$600,000 for Lots 2 and 3, Northbank Junction 1st Addition; and \$215,000 for Lot 3; and \$250,000 for Lot 4 in Northbank Junction. So long as any reimbursement for the Public Improvements remains outstanding and unpaid, Detweiler agrees not to contest any taxable valuation assessed for that portion of the Project Site platted on Lot 1, Northbank Junction 1st Addition which does not exceed \$2,500,000, provided that the construction of the Inland Truck Improvements on the Project Site is completed as provided in this Agreement.

10. Restriction on Transfer. Schwisow and Detweiler will not, for a period of fifteen (15) years after the effective date of the Ad Valorem Tax Provision, or so long as the reimbursement for the Public Improvements remains outstanding whichever period of time is shorter (Tax Increment Period), convey their portions of the Project Site or any part thereof to any entity which would result in the Project Site, Inland Truck Improvements, or any other building built upon the Project Site being exempt from ad valorem taxes levied by the State of Nebraska or any of its subdivisions.

11. Agreement to Pay Taxes. Schwisow and Detweiler agree to pay all real property taxes levied upon their portions of the Project Site prior to the time the taxes become delinquent. This contractual obligation to pay such taxes prior to delinquency shall cease upon expiration of the Tax Increment Period, but the City in no way waives Schwisow's or Detweiler's statutory obligation to continue to pay real estate taxes. This provision shall not be deemed a waiver of the right to protest or contest the valuation of the Project Site or improvements for tax purposes.

12. Financing Creating Encumbrances Restricted

a. Prior to completion of the Inland Truck Improvements, neither Schwisow, Detweiler nor any successors in interest to the Project Site shall engage in any financing or any other transaction creating any Mortgage upon its respective portions of the Project Site, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attached to any portion of the Project Site, except for the purposes of obtaining funds only to the extent necessary to design, construct, maintain, repair, replace and insure the Inland Truck Improvements and other future commercial improvements in accordance with the Redevelopment Plan. Schwisow, Detweiler or any successor

in interest shall notify the City in advance of any financing secured by Mortgage that it proposes to enter into with respect to its respective portion of the Project Site, and shall promptly notify the City of any Mortgage that has been created on or attached to its portion of the Project Site whether by voluntary act of Schwisow, Detweiler or otherwise. Notwithstanding the above, if any involuntary encumbrance or lien is made on or attached to any portion of the Project Site and which is contested by Schwisow or Detweiler, then Schwisow or Detweiler may defend against such encumbrance or lien, provided that a sufficient bond or security is posted with the City and Schwisow's or Detweiler's lender to permit Schwisow or Detweiler to avoid or prevent foreclosure of such encumbrance or lien. In addition, Schwisow and Detweiler agree that prior to completion of the Inland Truck Improvements, any loan proceeds secured by any interest in the Project Site shall be used solely for the payment of costs and expenses related to construction of the Inland Truck Improvements and Public Improvements.

b. In the event that any foreclosure of any Mortgage, deed of trust or other encumbrance should occur prior to the furnishing of the Certificate of Completion or at any time when any casualty damage to the Inland Truck Improvements has occurred and has not been fully restored, any party who obtains title to any portion of the Project Site from or through Schwisow, Detweiler or the holder of any Mortgage or any other purchase at foreclosure sale shall be obligated to commence construction or reconstruction within three (3) months from the date of acquisition of title by said party and to complete

construction or restoration within twenty-four (24) months from the date of such acquisition.

c. Notice of Default. Whenever the City shall deliver any notice or demand to Detweiler, Schwisow or Contractor with respect to any breach or default by Detweiler, Schwisow or Contractor of its obligations or covenants in this Agreement, the City shall at the same time forward a copy of such notice or demand to each Holder of any Mortgage at the last address of such Holder as shown in the records of the Register of Deeds of Lancaster County.

d. Option to Cure. If thirty (30) days after any notice or demand with respect to any breach or default, such breach or default remains uncured, each such Holder shall (and every Mortgage or other instrument of encumbrance made prior to completion of the Inland Truck Improvements by Detweiler or its successors in interest shall so provide) have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage debt and the lien of its Mortgage; provided, that if the breach or default is with respect to construction of Inland Truck Improvements, nothing contained in this section or any other section of this Agreement shall be deemed to permit or authorize.

e. Rights Applicable to Other Forms of Encumbrance (Deed of Trust). The rights and obligations of this Agreement relating to Mortgages on any portion of the Project Site shall apply to any other type of encumbrance on any of the Project Site, and any of the stated rights, obligations and remedies of any party

relating to mortgage foreclosures shall be applicable to procedures under any deed of trust or similar method of encumbrance.

13. Damage or Destruction of the Inland Truck Improvements. During the construction period, Detweiler agrees to keep the construction area for the Inland Truck Improvements, including completed operations insured against loss or damage by fire, and such other risks, casualties, and hazards as are customarily covered by builders' risk or extended coverage policies in an amount not less than the replacement value but allowing for reasonable coinsurance clauses and deductibles. In the event of any insured damage or destruction, Detweiler agrees to restore the Inland Truck Improvements to its prior condition within twelve (12) months from the date of the damage or destruction, and shall diligently pursue the same to completion. During the tax increment period, Detweiler shall include by restrictive covenant an enforceable obligation on the owner or tenant in possession of the Inland Truck Improvements to maintain property insurance on an extended coverage all-risk basis in an amount not less than the replacement value, allowing for reasonable coinsurance clauses and deductibles and also subject to the owner or tenant's obligation to restore the Inland Truck Improvements to its prior condition within twelve (12) months from the date of the damage or destruction, diligently pursuing the same to completion.

14. Condemnation. If during the Tax Increment Period, all or any portion of Project Site is condemned by a condemning authority other than the City, and the condemning authority or its successor in interest would not be obligated to pay real estate taxes upon that portion condemned, the Contractor and Detweiler shall be entitled to claim against the Condemnor an

interest in the property equal to the present value of the pro rata share of tax increment indebtedness outstanding as of the date of taking.

15. Remedies. Except as otherwise provided in this Agreement, in the event of any default in performance of this Agreement by the City, Detweiler, Schwisow or Contractor, the party in default shall, upon written notice from the other, proceed immediately to cure or remedy such default within thirty (30) days after receipt of notice. However, if the default cannot, in the exercise of reasonable diligence, be cured within thirty (30) days, then the defaulting party shall commence efforts to cure and shall diligently continue to cure the default. In the default is not cured, the non-defaulting party may institute any proceedings which may be necessary to cure and remedy the default.

16. Waiver. The parties shall have the right to institute actions or proceedings as they may deem necessary to enforce this Agreement. Any delay in instituting any action or otherwise asserting rights under this Agreement shall not operate as a waiver of rights or limit rights in any way.

17. Delay in Performance For Causes Beyond Control of Party. The parties or their successors or assigns shall not be in default of their obligations for delay in performance due to causes beyond their reasonable control and without their fault, including acts of God, acts of the public enemy, acts of the federal or state government or subdivisions thereof, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of contractors, or subcontractors due to such causes. The purpose and intent of this section is that in the event of the occurrence of any such delay, the time for performance of the obligations of either party with respect to construction of improvements shall be extended for the period of delay. However, in

order to obtain the benefit of the provisions of this section, the party seeking the benefit shall within twenty (20) days after the beginning of the delay of performance notify the other party in writing of the cause and the reasonably expected length of delay.

18. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement shall be cumulative and the exercise by either party of any one or more remedies shall not preclude the exercise by it of any other remedies for any other default or breach by the other party. A waiver of any right of either party conferred by this Agreement shall be effective only if in writing and only to the extent specified in writing.

19. Conflicts of Interest and City Representatives Not Individually Liable. No officer or employee of the City shall have any personal interest, direct or indirect, in this Agreement. No officer or employee of the City shall be personally liable to Contractor or any successors in interest due to any default or breach by the City under the terms of this Agreement.

20. Approvals. For purposes of this Agreement and the approvals and disapprovals required, Contractor shall be entitled to rely on the written approval or disapproval of the City Council, the Mayor, or the Director of the Department of Urban Development or their representative or successor as constituting the approval or disapproval required by any one or more of them. City shall be entitled to rely on the written approval of Roger H. Schwisow, Trustee or his successor, as constituting the approval or disapproval of Detweiler, Schwisow and Contractor.

21. Notices and Demands. A notice under this Agreement by either party to the other shall be deemed delivered on the date it is postmarked, sent postage prepaid, or delivered personally to Hartland at Hartland Homes, Inc., P. O. Box 22787, Lincoln, Nebraska 68542 or

street address, 601 W. Prospector Ct., Lincoln, NE 68522; to Schwisow at Land Construction, P. O. Box 22405, Lincoln, NE 68542-2405 or street address, 5905 West "O" Street, Lincoln, NE 68528; to Detweiler at 3441 NW 84th Street, Lincoln, NE 68524; and to the City at Mayor's Office, 555 South 10th Street, Lincoln, NE 68508 with a copy to City Attorney's Office, 575 South 10th Street, Lincoln, NE 68508, or at such other address with respect to either party as that party may from time to time designate in writing and notify the other as provided in this section.

22. Access to Project Area. During construction of the Inland Truck Improvements and Public Improvements, Detweiler and Schwisow shall permit the representatives of the City to enter all areas of the Project Site and at any and all reasonable times, as the City may deem necessary for the purposes of inspection of work being performed in connection with the construction of the Inland Truck Improvements and Public Improvements.

23. Provisions Run With the Land. This Agreement shall run with Project Site and shall inure to and bind the parties and their successors in interest.

24. Headings. Headings of the sections of this Agreement are inserted for convenience only and shall be disregarded in interpreting any of its provisions.

25. Severance and Governing Law. Invalidation of any provision of this Agreement by judgment or court order shall not affect any other provisions which shall remain in full force and effect . This Agreement shall be construed and governed by the laws of Nebraska.

26. Expiration of Agreement. This Agreement shall expire upon expiration of the Tax Increment Period, or retirement of the tax increment indebtedness, whichever first occurs.

Executed by the City this 14th day of Feb., 2007.

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

Teresa J. Meier
City Clerk

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

STATE OF NEBRASKA

COUNTY OF LANCASTER



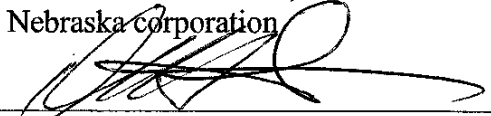
The foregoing instrument was acknowledged before me this 14th day of February, 2007, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



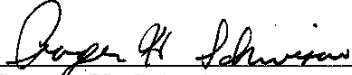
Judith A. Roscoe
Notary Public

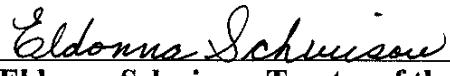
Executed by Contractor and Detweiler, this 9th day of February,
2007.

HARTLAND HOMES, INC.
a Nebraska corporation

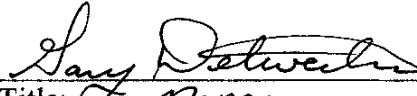
By: 
Duane Hartman, President

Witness: _____


Roger H. Schwisow, Trustee of the
Roger H. Schwisow Revocable Trust

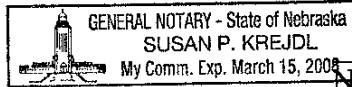

Eldonna Schwisow, Trustee of the
Eldonna Schwisow Revocable Trust

Detweiler Properties I, LLC,
a Nebraska limited liability company

By: 
Title: Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

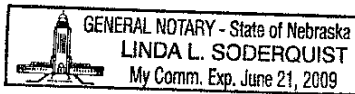
The foregoing instrument was acknowledged before me this 9 day of February, 2007, by Duane Hartman, President of Hartland Homes, Inc., a Nebraska corporation.



Susan P. Krejdl
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

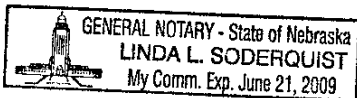
The foregoing instrument was acknowledged before me this 9th day of February, 2007, by Roger H. Schwisow, Trustee of the Roger H. Schwisow Revocable Trust.



Linda L. Soderquist
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

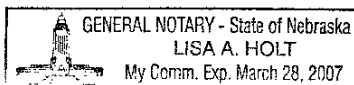
The foregoing instrument was acknowledged before me this 9th day of February, 2007, by Eldonna Schwisow, Trustee of the Eldonna Schwisow Revocable Trust.



Linda L. Soderquist
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 9th day of February, 2007, by Gary Detweiler, Manager of Detweiler Properties I, LLC, a Nebraska limited liability company, on behalf of the company.



Lisa A. Holt
Notary Public

PRELIMINARY COST ESTIMATE
FOR
ALVO ROAD--Northbank Junction--Commercial



<i>PRELIMINARY REQUIREMENTS</i>	<i>UNIT</i>	<i>QUANTITY</i>	<i>UNIT COST</i>	<i>TOTAL</i>
SANITARY SEWER				
15" Sanitary Sewer	LF	1440	\$ 45	\$ 64,800
MH's (Type P & Q)	EA	4	\$ 2,000	\$ 8,000
MH's (Type P & Q)	VF	60	\$ 250	\$ 15,000
Contingency			10%	\$ 8,780
City of Lincoln Review Fees (\$845.00 + \$3.50/LF)				\$ 5,885
Engineering Design			7%	\$ 6,761
TOTAL SANITARY SEWER				\$ 109,226
WATER MAIN				
12" Water Main	LF	1517	\$ 26	\$ 39,442
12" x 6" Tee	EA	4	\$ 400	\$ 1,600
12" Butterfly Valve	EA	4	\$ 1,200	\$ 4,800
6" Gate Valve	EA	4	\$ 500	\$ 2,000
12" Sleeve	EA	2	\$ 250	\$ 500
6" Anchoring Elbow	EA	4	\$ 200	\$ 800
6" Anchoring coupling	EA	4	\$ 200	\$ 800
5 1/4 Pumper Hydrants (5.5')	EA	3	\$ 1,200	\$ 3,600
5 1/4 Pumper Hydrants (6.5')	EA	1	\$ 1,300	\$ 1,300
Contingency			10%	\$ 5,484
City of Lincoln Review Fees (\$845.00 + \$1.50/LF)				\$ 3,120
Engineering Design			7%	\$ 4,223
TOTAL WATER MAIN				\$ 67,669
STORM SEWER				
36" RCP	LF	105	\$ 65	\$ 6,825
24" RCP	LF	223	\$ 40	\$ 8,920
18" RCP	LF	73	\$ 30	\$ 2,190
15" RCP	LF	104	\$ 25	\$ 2,600
36" FES	EA	2	\$ 1,000	\$ 2,000
24" FES	EA	1	\$ 600	\$ 600
72" Curb Inlet	EA	4	\$ 1,500	\$ 6,000
Contingency			10%	\$ 2,914
City of Lincoln Review Fees (\$845.00 + \$2.25/LF)				\$ 1,981
Engineering Design			7%	\$ 2,243
TOTAL STORM SEWER				\$ 36,273
PAVING				
8" PCC W. Integral Curb	SY	10633	\$ 30	\$ 318,990
Contingency			10%	\$ 31,899
City of Lincoln Review Fees (\$845.00 + \$1.50/SY)				\$ 16,795
Engineering Design			7%	\$ 24,562
TOTAL PAVING				\$ 392,246
FRONTAGE ROAD (Private)				
8" PCC W. Integral	SY	1625	\$ 30	\$ 48,750
Contingency			10%	\$ 4,875
Engineering Design			7%	\$ 3,754
TOTAL PAVING				\$ 57,379

SIDEWALK				
Sidewalk along 56th St.			\$	5,800
TOTAL SIDEWALK			\$	5,800
CONCRETE BOX CULVERT (Triple 8' x 4' x 70' Lg)				
1.868 cy / LF = 130.76 cy				
wingwalls + 13.00 cy				
143.76 cy	cy	143.76	\$ 300	\$43,128
237.2 # / LF x 70' = 16,604 #				
wingwalls + 1,057				
17,661 #	#	17661	\$ 1	\$17,661
Review & Inspection				\$3,000
Engineering Design			7%	\$4,255
TOTAL BOX CULVERT				\$68,044
TOTAL COMMERCIAL				\$736,637

Lot 1 NORTHBANK JUNCTION 1st ADDITION

INLAND TRUCK PARTS PROJECT

TIF FUNDS used to support the following improvements:

Internal storm water system	\$43,500
Site Grading	\$70,000
TOTAL	\$113,500

CERTIFICATE

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

I, Joan E. Ross, City Clerk of the City of Lincoln, Nebraska, do hereby certify that the foregoing is a true and correct copy of the **Agreement between the City of Lincoln, Nebraska and Roger H. Schwisow, Trustee of the Roger H. Schwisow Revocable Trust, and Eldonna Schwisow, Trustee of the Eldonna Schwisow Revocable Trust** as approved by Resolution No. A-84250 and adopted by the Lincoln City Council on February 12, 2007, as the original appears of record on file in my said office.

In Witness Whereof, I have hereunto set my hand officially and affixed the seal of the City of Lincoln, Nebraska, on February 27, 2007.

Joan E Ross
Joan E. Ross, City Clerk

