



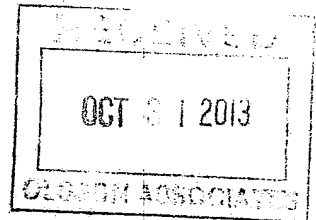
201306553

201306553
Carol Givens
Carol Givens
Register of Deeds
DODGE COUNTY, NE

Filed:

December 05, 2013 9:50:00 AM

Fee \$46.00



**RITZ LAKE
DEVELOPMENT AGREEMENT**

This Development Agreement ("Agreement") is made as of this 30th day of October, 2013 by and between the CITY OF FREMONT, NEBRASKA, a Municipal Corporation of Dodge County, Nebraska ("City") and RITZ LAKE, LLC ("Developer") a Nebraska Limited Liability Company.

WHEAREAS, Developer has fee simple title to certain real property legally described as part of the NW ¼ of Section 7, Township 17 North, Range 9 East of the 6th P.M., Dodge County, Nebraska (the "Developer Property").

WHEREAS, in connection with the planned development of the Developer Property, the City and Developer agree that certain public improvements shall be made by Developer and City at and adjacent to the Developer Property in conjunction with the mixed-use development on the Developer Property.

NOW THEREFORE, the City and Developer, in consideration of the terms, covenants and conditions herein set forth, hereby agree as follows:

1. **Subdivision Ordinance Required Improvements.** The Developer shall provide for the professional engineering services and be responsible for all costs necessary for the design, bidding, construction, construction management and contract administration for all public improvements (except as itemized below in this Agreement) required by the City Subdivision Ordinance in connection with developing the above described property. All improvements shall be constructed in accordance with applicable City Specifications and when approved by the City Public Works Director will be turned over to the City for acceptance for operation and maintenance.

Said Subdivision Ordinance requires public infrastructure improvements including sanitary sewer, water main, storm sewer, street grading and paving, street lights, street signs and seeding of street right-of-ways along with any necessary easements or right-of-ways necessary for construction.
2. **Interceptor Sanitary Sewer Connection Fees.** The Developer shall not pay a connection fee for sanitary sewer connection for the Developer Property which is developed and connected to either existing sanitary sewer mains located along E. 32nd Street or proposed mains along Luther Road.
3. **Water Connection Fees.** The Developer shall not pay a connection fee for water connection for the Developer Property which is developed and connected to either existing water mains located along E. 32nd Street or proposed mains along Luther Road.

4. **Public Infrastructure Improvements.** The Developer and City agree that infrastructure within the Developer Property shall be installed to the following dimension and with the following materials:
- Public streets with residential lots on one (1) side of the street shall be constructed to a width of twenty-five (25) feet measured from back of curb to back of curb. Said street shall be constructed of six (6) inch thick Portland Cement Concrete pavement. City agrees the Developer has the discretion to construct 4" profile curb section, if so desired.
 - Public streets with residential lots on two (2) sides of the street shall be constructed to a width of thirty-two (32) feet measured from back of curb to back of curb. Said street shall be constructed of six (6) inch thick Portland Cement Concrete pavement. City agrees the Developer has the discretion to construct 4" profile curb section, if so desired.
 - Public sanitary sewers within the Developer Property shall be eight (8) inch diameter. Sewer pipe material shall be SDR-26 PVC or VCP. Sanitary sewer services shall be four (4) inch diameter Schedule 40 PVC.
 - Public water main within the Developer Property shall be eight (8) inch diameter. Water pipe material shall be Ductile Iron Class 52 cement-lined pipe.
5. **Site Preparation.** The Developer agrees to perform selective clearing and grubbing of trees and brush, final shaping and seeding along the banks of the existing drainage ditch that runs parallel to the south line of the Developer Property. Upon completion of said selective clearing, shaping and seeding the City shall will accept and provide perpetual maintenance of said drainage ditch.
6. **Subgrade Preparation of Sanitary Sewer Mains.** The Developer agrees to over-excavate the base of the utility trenches for public sanitary sewer mains to at least one (1) foot below the natural ground line prior to dredging operations on the Developer Property. Said elevation of the natural ground is 1178 on the west side of the Developer Property and 1176 on the east side of the Developer Property. Said area of over-excavated shall be mechanically compacted as controlled fill up to the elevation of the base of the pipe and to finished ground surface.
7. **Subgrade Preparation of Public Street Paving.** The Developer agrees to compact pavement subgrades to a depth of 30 to 36 inches below the pavement surface with an Impactor 2000 or other approved mechanical compaction device prior to the beginning of paving operations. Said recommendations for compaction requirements and methods shall be per the direction of a registered professional geotechnical engineer.

8. **Underground Gas Distribution.** The Developer shall enter into agreement with the Fremont Department of Utilities for underground natural gas service to and within the Developer Property. Said gas distribution line shall be located within a utility easement within the front yard of the residential lots.
9. **Underground Electric Distribution.** The Developer shall enter into agreement with the Fremont Department of Utilities for underground electric service to and within the Developer Property. Developer shall pay \$500 per lot for the underground electric service.
10. **Street Lighting.** The Developer shall enter into agreement with the Fremont Department of Utilities for street lighting and pay \$300 per light fixture towards the costs for standard residential district street lighting. All other costs associated with materials and installation of street lighting shall be the responsibility of the City.
11. **Luther Road widening.** The Developer agrees complete a seven (7) foot widening to the east side of existing Luther Road pavement with associated storm sewer and curbing. Pavement shall be ten (10) inch thick Portland Cement Concrete. The existing storm water ditch along the east side of Luther Road shall be retained.
12. **Developer's Share of Infrastructure.** Developer shall pay for the installation and construction of the following infrastructure save and except that portion paid by the City ("Developer's Share").
 - Sanitary Sewer internal to the Developer Property
 - Developer shall reimburse the City for one-half (1/2) the cost of an 8" diameter equivalent sanitary sewer pipe along the Luther Road frontage.
 - Water Main internal to the Developer Property (City shall supply all hydrants free of charge to Developer for use within the Developer Property.)
 - Storm Sewer internal to the Developer Property
 - Paving of streets within the Developer Property. (Cost associated with intersection paving shall be reimbursed by the City).
 - Contribution of \$300 per street light fixture to the Fremont Department of Utilities for street lighting within the Developer Property (estimated to be 55 fixtures = \$16,500)
 - Contribution to the internal natural gas system within the Developer Property for the individual lot frontage that exceeds 100 linear feet in length per lot. Estimated cost is \$10 per linear foot.
 - Cost to extend natural gas to the Developer Property from its current termination point at the north end of Diers Pkwy to the southeast corner of the Developer Property.

- Design and construction of seven (7) feet of concrete pavement widening to the east side of Luther Road for the north/south limits of the platted Developer Property.

13. **City's Share of Infrastructure.** The City will pay for the following ("City's Share"):

- Reimbursement for paving of public street intersections. Final amount of reimbursement to be calculated at time of construction based upon actual bid numbers. Opinion of approximate reimbursement: \$60,000.00.
- City grid system improvements – Extension of a twenty (20) inch diameter water main in Luther Road right-of-way for the north/south limits of the Developer Property (E. 32nd Street to County Road T).
- Fire hydrants - City shall supply Developer Property with hydrants free of charge.
- Extension of a twelve (12) inch diameter sanitary sewer main in Luther Road right-of-way for the north/south limits of the Developer Property (E. 32nd Street to County Road T).
- Materials and installation of street lights within the Developer Property.
- Natural gas distribution extension within the Developer Property. Opinion of City share of cost: \$80,000.
- The City agrees to hire and pay the Developer's engineer for the professional engineering services to produce plans and specifications for said sanitary sewer extension, and water main extension improvements within Luther Road right-of-way.

14. **Time of Completion.** The Developer agrees to complete public infrastructure related to the first phase of the development within two (2) years of the date of execution of this Agreement by the City unless an extension of time is mutually agreed to by the Developer and the City. The balance of the development will occur in phases as market conditions warrant.

15. **Payment for Infrastructure.** The Developer will pay for the applicable Developer's Share of costs prior to award of any contract by the City. The City shall reimburse the Developer for the applicable City's Share of costs of developer funded improvements within thirty (30) days of written request by the Developer.

16. **Dedication of the Infrastructure.** Within fourteen (14) days after the public utilities within the Developer Property are completed, according to the City's Standard Specifications and approval by the City public Works Director, City will accept the dedication of the public utilities and provide perpetual maintenance thereof.

17. **Waiver of Assessments.** The City waives any requirement that Developer or future users of the Developer Property pay any special or other assessment associated with the initial installation of the infrastructure improvements covered in this agreement or any other construction activities undertaken prior to the execution of this Agreement, provided the Developer pays the Developer's share prior to award of any contract by the City.
18. **Governing Law.** The Agreement shall be construed under the laws of the State of Nebraska. The law of the State of Nebraska shall apply in any and all disputes arising from the interpretation to this Agreement. Any litigation within the jurisdiction of the District Court of Dodge County shall be litigated in said court.
19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto.
20. **Counterparts.** This Agreement may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively one agreement.
21. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
22. **Further Assurances.** From time to time after the date hereof, without further consideration, the parties will (i) execute and deliver, or cause to be executed and delivered, such instruments to each other as may reasonably requested in order to effectuate the intent of this Agreement and (ii) use reasonable good faith efforts to obtain any third-party consents reasonably necessary to effectuate the intent of this Agreement.
23. **Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement shall be held invalid, illegal or unenforceable, the remainder shall remain in full force and effect, and such invalid, illegal or unenforceable provision shall be reformed by such court so as to give maximum legal effect to the intention of the parties as expressed therein.
24. **Authorization.** Developer represents, covenants and warrants that the making and execution of this Agreement and all other documents and instruments required or related hereunder have been fully authorized by the necessary corporate action of Developer and are valid, binding and enforceable obligations of Developer in accordance with their respective terms. The City represents, covenants and warrants that the making and execution of this Agreement and all other documents and instruments required or related hereunder have been fully authorized by the necessary organizational action of the City and are valid, binding and enforceable obligations of the City in accordance with their respective terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter set forth.

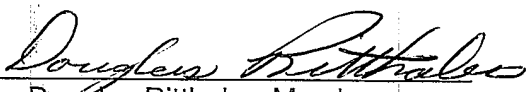
CITY:
CITY OF FREMONT, NEBRASKA

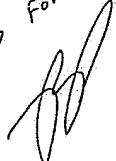
Date: 10/30/2013

By: 
Scott Getzschman, Mayor

DEVELOPER:
RITZ LAKE, LLC

Date: 11-4-2013

By: 
Douglas Ritthaler, Member

As to Form on 7


LEGAL DESCRIPTION
PHASE I CHANGE OF ZONE

A TRACT OF LAND COMPOSED OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 9 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 9 EAST; THENCE EASTERLY ON THE SOUTH LINE OF SAID NORTHWEST QUARTER ON AN ASSUMED BEARING OF N89°59'40"E, A DISTANCE OF 75.00' TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF LUTHER ROAD; THENCE N00°01'47"E, ON A LINE 75.00' EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH HALF OF SAID NORTHWEST QUARTER, SAID LINE BEING A EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 49.95' TO THE TRUE POINT OF BEGINNING; THENCE N89°58'13"W, ON A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 30.00' TO A POINT; THENCE N00°01'47"E, ON A EAST LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 45.00' EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH HALF OF SAID NORTHWEST QUARTER, A DISTANCE OF 50.00' TO A POINT; THENCE S89°58'13"E, ON A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 5.00' TO A POINT; THENCE N00°01'47"E, ON A LINE 50.00' EAST OF AND PARALLEL WITH A WEST LINE OF THE SOUTH HALF OF SAID NORTHWEST QUARTER, A DISTANCE OF 199.99' TO A POINT; THENCE S89°58'13"E, ON A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 10.00' TO A POINT; THENCE N00°01'47"E, ON A EAST LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 60.00' EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 260.04' TO A POINT; THENCE S89°58'13"E, ON A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 10.00' TO A POINT; THENCE N00°01'47"E, ON A EAST LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 70.00' EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH HALF OF SAID NORTHWEST QUARTER, A DISTANCE OF 239.94' TO A POINT; THENCE N89°58'13"W, ON A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 10.00' TO A POINT; THENCE N00°01'47"E, ON A EAST LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 60.00' EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH HALF OF SAID NORTHWEST QUARTER, A DISTANCE OF 199.99' TO A POINT; THENCE N89°58'13"W, ON A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 10.00' TO A POINT; THENCE N00°01'47"E, ON A EAST LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 50.00' EAST OF AND PARALLEL WITH A WEST LINE THE SOUTH HALF OF SAID NORTHWEST QUARTER, A DISTANCE OF 323.98' TO A POINT; THENCE N89°59'51"E, ON A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 5.00' TO A POINT; THENCE N00°01'38"E, ON A EAST LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 55.00' EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTH HALF OF SAID NORTHWEST QUARTER, A DISTANCE OF 80.00' TO A POINT; THENCE N89°59'51"E, A DISTANCE OF 112.92' TO A POINT OF CURVATURE OF A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 40°36'34", A RADIUS OF 160.00', AN ARC LENGTH OF 113.40', A CHORD LENGTH OF 111.04', A TANGENT LENGTH OF 59.20', AND A CHORD BEARING OF N69°41'34"E, TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 01°04'24", A RADIUS OF 377.50', AN ARC LENGTH OF 7.07', A CHORD LENGTH OF 7.07', A TANGENT LENGTH OF 3.54', AND A CHORD BEARING OF N59°08'02"W TO A POINT; THENCE N31°24'10"E, A DISTANCE OF 55.00' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 14°14'01", A RADIUS OF 322.50', AN ARC LENGTH OF 80.12', A CHORD LENGTH OF 79.91', A TANGENT LENGTH OF 40.27', AND A CHORD BEARING OF S65°42'50"E TO A POINT; THENCE N31°46'12"E, A DISTANCE OF 241.87' TO A POINT; THENCE N89°59'55"E, A DISTANCE OF 70.12' TO A POINT; THENCE S84°15'43"E, A DISTANCE OF 167.40' TO A POINT; THENCE S72°45'09"E, A DISTANCE OF 140.97' TO A POINT; THENCE S72°35'59"E, A DISTANCE OF 351.98' TO A POINT; THENCE N79°10'47"E, A DISTANCE OF 91.91' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 191°41'47", A RADIUS OF 275.00', AN ARC LENGTH OF 920.08', A CHORD LENGTH OF 547.14', A TANGENT LENGTH OF 0.00', AND A CHORD BEARING OF S28°41'19"E TO A POINT; THENCE S77°03'57"W, A DISTANCE OF 193.24' TO A POINT; THENCE N89°56'47"W, A DISTANCE OF 191.07' TO A POINT; THENCE N74°17'40"W, A DISTANCE OF 150.23' TO A POINT; THENCE N72°35'55"W, A DISTANCE OF 375.00' TO A POINT; THENCE N76°58'40"W, A DISTANCE OF 96.61' TO A POINT; THENCE S89°59'51"W, A DISTANCE OF 106.30' TO A POINT; THENCE S00°00'23"W, A DISTANCE OF 258.95' TO A POINT; THENCE CONTINUING S00°00'23"W, A DISTANCE OF 103.51' TO A POINT; THENCE S13°50'16"E, A DISTANCE OF 92.39' TO A POINT; THENCE S53°24'25"W, A DISTANCE OF 220.00' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 06°04'28", A RADIUS OF 472.50', AN ARC LENGTH OF 50.09', A CHORD LENGTH OF 50.07', A TANGENT LENGTH OF 25.07', AND A CHORD BEARING OF S33°33'21"E TO A POINT; THENCE N53°24'25"E, A DISTANCE OF 220.00' TO A POINT; THENCE S46°54'33"E, A DISTANCE OF 96.58' TO A POINT; THENCE S53°04'53"E, A DISTANCE OF 240.00' TO A POINT; THENCE S55°01'26"E, A DISTANCE OF 101.63' TO A POINT; THENCE S71°29'43"E, A DISTANCE OF 83.35' TO A POINT; THENCE S88°54'53"E, A DISTANCE OF 103.19' TO A POINT; THENCE N89°59'40"E, A DISTANCE OF 230.00' TO A POINT; THENCE N78°13'34"E, A DISTANCE OF 122.58' TO A POINT; THENCE N79°41'23"E, A DISTANCE OF 111.80' TO A POINT; THENCE S80°32'35"E, A DISTANCE OF 121.66' TO A POINT; THENCE S78°14'14"E, A DISTANCE OF 122.58' TO A POINT; THENCE N83°20'24"E, A DISTANCE OF 120.81' TO A POINT; THENCE N79°36'20"E, A DISTANCE OF 122.00' TO A POINT; THENCE N88°33'45"E, A DISTANCE OF 120.04' TO A POINT; THENCE S74°04'05"E, A DISTANCE OF 124.80' TO A POINT; THENCE N64°14'02"E, A DISTANCE OF 75.02' TO A POINT; THENCE N50°57'59"E, A DISTANCE OF 74.91' TO A POINT; THENCE N01°03'49"E, A DISTANCE OF 124.98' TO A POINT; THENCE N14°34'09"W, A DISTANCE OF 129.06' TO A POINT; THENCE N01°13'10"E, A DISTANCE OF 125.04' TO A POINT; THENCE N23°39'14"W, A DISTANCE OF 125.40' TO A POINT; THENCE N10°42'40"E, A DISTANCE OF 127.28' TO A POINT; THENCE N16°38'31"W, A DISTANCE OF 130.36' TO A POINT; THENCE N10°01'16"W, A DISTANCE OF 116.73' TO A POINT; THENCE N89°50'41"E, A DISTANCE OF 319.00' TO A POINT; THENCE N00°09'19"W, A DISTANCE OF 10.00' TO A POINT; THENCE N89°50'41"E, A DISTANCE OF 55.00' TO A POINT; THENCE S00°09'19"E, A DISTANCE OF 642.42' TO A POINT OF CURVATURE OF A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 02°04'02", A RADIUS OF 552.50', AN ARC LENGTH OF 19.94', A CHORD LENGTH OF 19.93', A TANGENT LENGTH OF 9.97', AND A CHORD BEARING OF S01°11'20"E, TO A POINT; THENCE S02°13'22"E, A DISTANCE OF 244.18' TO A POINT OF CURVATURE OF A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 88°32'35", A RADIUS OF 297.50', AN ARC LENGTH OF 459.75', A CHORD LENGTH OF 415.35', A TANGENT LENGTH OF 290.03', AND A CHORD BEARING OF S42°02'56"W, TO A POINT; THENCE S86°19'13"W, A DISTANCE OF 141.71' TO A POINT OF CURVATURE OF A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 03°40'27", A RADIUS OF 647.50', AN ARC LENGTH OF 41.52', A CHORD LENGTH OF 41.52', A TANGENT LENGTH OF 20.77', AND A CHORD BEARING OF S88°09'27"W, TO A POINT; THENCE S89°59'40"W, A DISTANCE OF 1,184.26' TO A POINT OF CURVATURE OF A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 36°55'27", A RADIUS OF 527.50', AN ARC LENGTH OF 339.95', A CHORD LENGTH OF 334.09', A TANGENT LENGTH OF 176.11', AND A CHORD BEARING OF N71°32'36"W, TO A POINT; THENCE N53°04'53"W, A DISTANCE OF 122.50' TO A POINT; THENCE S36°55'07"W, A DISTANCE OF 15.00' TO A POINT; THENCE S53°04'53"E, A DISTANCE OF 135.00' TO A POINT; THENCE S36°55'07"W, A DISTANCE OF 176.75' TO A POINT; THENCE S89°59'18"W, A DISTANCE OF 488.08' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 2,149,541.51 SQUARE FEET OR 49.35 ACRES, MORE OR LESS.

Friday, September 20, 2013
F:\Projects\20060565\SRV\MasterXrefsl\Final Plats\Documents\006-0565_PICZANNEX-LEGAL.doc

\\Fs:\Projects\20060565\SRV\MasterXrefsl\Final Plats\Documents\006-0565_PICZANNEX-LEGAL.doc
DATE: Sep 20, 2013 11:52am
USER: mlynnson

PROJECT NO:	006-0565
DRAWN BY:	MRJ
DATE:	SEPT. 20TH, 2013

RITZ LAKE PHASE I
CHANGE OF ZONE

MOLSSON ASSOCIATES

1111 Lincoln Mall, Suite 111
P.O. Box 94923
Lincoln, NE 68591-4608
TEL 402-474-5311
FAX 402-474-5160

EXHIBIT

1 OF 2