



A-91417

***File Against:** Lots 70 & 71 I.T., and a portion of the SW1/4 of Sec. 35, T10N, R7E of the 6th P.M., Lancaster County, Nebraska *aka Lots 49, 50 + 51*

Van Dorn Street Roundabouts and Sidewalk Agreement

THIS VAN DORN STREET ROUNDABOUTS AND SIDEWALK AGREEMENT (“Agreement”) is made and entered into as of the date of execution by the last signatory hereto as indicated below by and among the **City of Lincoln, Nebraska**, a municipal corporation (“City”), **Matodol, LLC**, a Nebraska limited liability company (“Matodol”) and **Lincoln Federal Savings Bank of Nebraska**, a federal savings bank (“LFSB”). City, Matodol and LFSB are hereinafter collectively referred to as the “Parties” and individually as a “Party”.

RECITALS

1. The City and Matodol, along with other property owners, previously entered into the Annexation Agreement for Van Dorn Street Coalition dated as of March 9, 2017, as amended by Amendment No. 1 to Annexation Agreement for Van Dorn Street Coalition, dated February 15, 2018 and Amendment No. 2 to Annexation Agreement for Van Dorn Street Coalition, dated as of this even date (collectively “Coalition Annexation Agreement”) outlining certain conditions and undertakings related to the annexation of approximately 309.16 acres of property (“Coalition Property”) generally located north of Van Dorn Street from South 88th Street to South 98th Street. The Coalition Property, including the “Matodol Property”, are legally described on Exhibit “A”, which is attached hereto and incorporated herein by this reference. In addition, Lot 49 Irregular Tracts in the Southwest Quarter of Section 35, Township 10 North, Range 5 East of the 6th P.M. in Lancaster County, Nebraska (“McFarland Property”) is not a Coalition Property, but is virtually surrounded by the Coalition Property. The Coalition Property and McFarland Property are generally shown on the north side of Van Dorn Street between the West Boundary Line of the Matodol’s Property and S. 98th Street.

270-71 ft 1/2 x 1/2 + Attached

2. LFSB is the owner of the real estate (“LFSB Property”), which is legally described on Exhibit “A”. The LFSB Property is generally shown on the south side of Van Dorn Street between S. 84th Street and the west side of the S. 86th Street Roundabout.

3. The Parties desire to design and construct the S. 86th Roundabout (defined below), and the S. 91st Street Roundabout (defined below) as generally shown on Exhibit “B”, which is attached hereto and incorporated herein by this reference.

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

1. Existing Conditions. Presently, Van Dorn Street from S. 84th Street to S. 98th Street is an existing two lane paved county road and is designated as an “urban/rural minor arterial” in the 2040 Lincoln City – Lancaster County Comprehensive Plan. No improvements to this segment of Van Dorn Street are shown in the Lincoln City – Lancaster County Comprehensive Plan during the 25-year planning period. This segment of Van Dorn Street is also described in the City’s Access Management Policy as a Minor Arterial Street.

2. Access Points. The City and Parcel Owners agree that full turn movement intersections allowing ingress and egress to and from the LFSB Property and Coalition Property along Van Dorn Street will be limited to the preliminary and approximate location of these access points as shown on Exhibit “B”.

3. Two Van Dorn Street Roundabouts. “Roundabout” includes a public and permanent street roundabout, including, but not limited to, entry and exit roadways, related stormwater improvements, street lights, signage, design, right-of-way and easement acquisition, survey, staking, grading and other related roadway improvements. The following two Roundabouts qualify as Arterial Street Impact Fee Facility Improvements:

- “S. 86th Street Roundabout” means the future Roundabout that is designed and constructed at the intersection of South 86th Street and Van Dorn Street located generally between S. 84th Street and the southern extension of the “West Boundary Line of Matodol’s Property” as shown on Exhibit “B”; and
- “S. 91st Street Roundabout” means the future Roundabout that is designed and constructed at the intersection of South 91st Street and Van Dorn Street as shown on Exhibit “B”.

4. West Sidewalks and East Sidewalks. “West Sidewalks” includes the design and construction of 5 feet wide sidewalks on the south side of Van Dorn Street between S. 84th Street and the S. 86th Street Roundabout, including the west and east sides of the S. 86th Street Roundabout, which are all marked in yellow and shown on Exhibit “B”. “East Sidewalks” includes the design and construction of a 5 feet wide sidewalks on the north and south sides of the S. 91st Street Roundabout, including the east and west sides of the S. 86th Street Roundabout, which are all marked in yellow and shown on Exhibit “B”.

5. S. 86th Street Roundabout and the West Sidewalks. In cooperation with Matodol and the City, LFSB shall implement the following:

- LFSB shall design, grade and construct at its cost and expense, except, as otherwise provided herein, through the City’s executive order construction process, the S. 86th Street Roundabout and related stormwater improvements. The City agrees to pay for the first Two Hundred Thousand Dollars (\$200,000.00) in design and construction costs for the S. 86th Street Roundabout from District 5 Arterial Street Impact Fees. The City agrees to reimburse LFSB this amount within thirty (30) days of receipt of satisfactory invoices and supporting documentation for said costs (“City S.

86th Street Roundabout Contribution”). LFSB shall fund the remaining costs for the S. 86th Street Roundabout (estimated at \$800,000), which shall be subject to reimbursement by the City pursuant to this Agreement. Further, any escrow required through the Executive Order construction process to guaranty the construction costs for the S. 86th Street Roundabout shall be reduced by the City S. 86th Street Roundabout Contribution; and

- Construct, at its own expense, that portion of the West Sidewalks as marked in yellow and shown on Exhibit “B”.
- Construction of the above described improvements shall commence Spring 2019.

6. S. 91st Street Roundabouts and East Sidewalk. In cooperation with LFSB and the City and pursuant to the Coalition Annexation Agreement, Matodol shall implement the following:

- Matodol shall:
 - (i) Design, grade and construct the S. 91st Street Roundabout at its cost and expense, except as otherwise provided herein, commencing in Spring 2019; and
 - (ii) Construct the East Sidewalks abutting the S. 91st Street Roundabout which are marked in yellow on Exhibit “B”;

The City will pay from the City’s approved 2018-19 Capital Improvement Budget as part of its Fiscal Year 2018 and Fiscal Year 2019 biennial budget the first Two Hundred Thousand Dollars (\$200,000) of design and construction costs for the S. 91st Roundabout within thirty (30) days of receipt of invoices and supporting documentation for said costs (“City S. 91st Street Roundabout Contribution”). Matodol shall fund the remaining costs for the S. 91st Roundabout (estimated at \$800,000), which shall be subject to reimbursement by the City as described herein. Any escrow

required through the Executive Order construction process to guaranty the construction costs for the S. 91st Roundabout shall be reduced by the City S. 91st Street Roundabout Contribution. Matodol shall be responsible as part of the final platting process for the design and construction costs associated with that portion of the sidewalks located on the north side of the Van Dorn Street the public right-of-way not marked in yellow on Exhibit "B":

7. Executive Orders. On behalf of the City, LFSB shall design, competitively bid, and construct through the City's Executive Order construction process the S. 86th Street Roundabout as generally shown on Exhibit "B", which is attached hereto and incorporated herein by the reference ("LFSB Executive Order Improvements"). On behalf of the City, Matodol shall design, competitively bid, and construct through the City's Executive Order construction process the S. 91st Street Roundabout as generally shown on Exhibit "B" ("Matodol Executive Order Improvements").

- a. LFSB and Matodol agree to competitively bid, award and construct the LFSB Executive Order and Matodol Executive Order together as one coordinated construction project to be implemented in one or more phases as generally described above.
- b. LFSB and Matodol agree to split and pay the design and construction costs and expense of the one coordinated construction project, in a fair and equitable manner, based upon the recommended by Olsson Associates or other replacement engineer acceptable to both LFSB and Matodol, based upon unit costs and/or some other fair and equitable measurement or standards.
- c. The Parties will use their best efforts to minimize the length of closure of the various segments of Van Dorn Street during the construction of the Roundabouts and the intersection improvement at S. 88th & Van Dorn Street. The Parties will,

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

8. Segregated Arterial Street Impact Fees; Funding. The City does not currently have funding to pay for the qualified Arterial Street Impact Fee Facility Improvements of the S. 86th Street Roundabout and the S. 91st Street Roundabout, other eligible intersection improvements, and the Grading Arterial Street Impact Fee Facility Improvements (collectively “Arterial Street Impact Fee Facility Improvements”).

- a. The City agrees to segregate arterial street impact fees collected by the City from development of the LFSB Property as well as a portion of the Arterial Street Impact Fees collected from development of the MJM Property and Spanish Oaks Property after the date of this Agreement (collectively “LFSB Segregated Arterial Street Impact Fees”) and utilize said LFSB Segregated Arterial Street Impact Fees to fund the Arterial Street Impact Fee Facility Improvements for the S. 86th Street Roundabout. In the event LFSB Segregated Arterial Street Impact Fees are not available to fund the Arterial Street Impact Fee Facility Improvements for the S. 86th Street Roundabout at the time it is constructed by LFSB, LFSB shall fund said Arterial Street Impact Fee Facility Improvements for the S. 86th Street Roundabout and

said costs shall be reimbursed to LFSB by the City when the LFSB Segregated Arterial Impact Fees become available.

- b. The City agrees to segregate arterial street impact fees collected by the City from development of the Coalition Property and McFarland Property after the date of this Agreement (“Coalition/McFarland Segregated Arterial Street Impact Fees”) and utilize said Coalition/McFarland Segregated Arterial Street Impact Fees to fund the Arterial Street Impact Fee Facility Improvements for the S. 91st Street Roundabout. In the event Coalition/McFarland Segregated Arterial Street Impact Fees are not available to fund the Arterial Street Impact Fee Facility Improvements for the S. 91st Street Roundabout at the time they are constructed by Matodol, Matodol shall fund said Arterial Street Impact Fee Facility Improvements for the S. 91st Street Roundabout and said costs shall be reimbursed to Matodol by the City when the Coalition/McFarland Segregated Arterial Impact Fees become available.

9. Other Funding. Notwithstanding the foregoing, regarding the segregation and use of the LFSB Segregated Arterial Street Impact Fees and Coalition/McFarland Segregated Arterial Street Impact Fees, the City at its sole discretion, shall have the option to fund all or portions of said costs from funding sources other than the LFSB Segregated Arterial Street Impact Fees Coalition/McFarland Segregated Arterial Street Impact Fees, should other funding become available.

10. 404 Permits. If required, LFSB and Matodol shall prepare and process and the City agrees to sign, as permittee, an application for the Section 404 permit required for construction of the Arterial Street Impact Fee Facility Improvements (collectively “404 Permits”). The parties

acknowledge and agree that any Section 404 permit required for the construction of the S. 86th Street Roundabout and the S. 91st Street Roundabout shall qualify as Arterial Street Impact Fee Facility Improvements. All the cost estimates contained in this Agreement do not include any mitigation costs required by the 404 Permits. The City, at its expense, shall directly pay for any 404 Permits' mitigation costs.

11. Dedication of Right-of-Way. At the time of final platting, or upon the earlier request by the City, LFSB whose parcel includes land needed for the S. 86th Street Roundabout and West Sidewalks shall dedicate or convey to the City the necessary right-of-way for the improvements and any temporary construction easements without additional cost to the City. At the time of final platting, or upon the earlier request by the City, Matodol whose parcel includes land needed for the S. 91st Street Roundabout and East Sidewalks shall dedicate or convey to the City the necessary right-of-way for the improvements and any temporary construction easements without additional cost to the City.

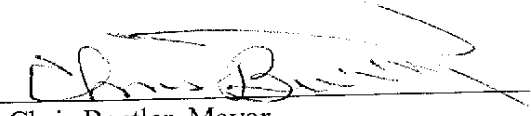
12. Acquisition of Right-of-Way. The City, at its expense, including, but not limited to, acquisition costs, condemnation awards, court costs, expert witness fees, testing fees, interest, and City staff time, agrees to acquire the remaining balance of any and all right-of-way and temporary and permanent easements necessary for the design, grading, construction and operation of the impact fee facilities and related S. 86th Roundabout, S. 91st Roundabout, West Sidewalks, East Sidewalks and infrastructure described in this Agreement. The City is authorized to utilize condemnation, if necessary, to acquire such right-of-way and temporary and permanent easements described in this Paragraph.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Dated as of Dec. 20, 2018 by the City.

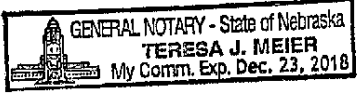
"CITY"

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

By: 
Chris Beutler, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

Dec. The foregoing instrument was acknowledged before me this 20th day of _____, 2018, by Chris Beutler, Mayor of the **City of Lincoln, Nebraska**, a municipal corporation, on behalf of the municipal corporation.



(Seal)


Notary Public

Dated as of 12-10, 2018 by Matodol, LLC.

“MATODOL, LLC”

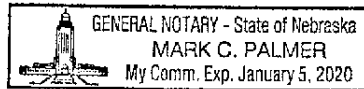
Matodol, LLC, a Nebraska limited liability company

By: Olsson, Inc., a Nebraska corporation, as Manager

By: [Signature]

Title: CFO

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)



The foregoing instrument was acknowledged before me this 10th day of December, 2018, by Jeff Jenkins as CFO of Olsson, Inc., a Nebraska corporation, as Manager of **Matodol, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.

[Signature]
Notary Public

(Seal)


Dated as of December 17, 2018 by LFSB.

“LFSB”
Lincoln Federal Savings Bank of Nebraska,
a federal savings bank

By: *[Signature]*
Title: President/CEO

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 17th day of December, 2018, by DO J Schumacher as President/CEO of **Lincoln Federal Savings Bank of Nebraska**, a federal savings bank, on behalf of the federal savings bank.

(Seal)  GENERAL NOTARY - State of Nebraska
SHELLY L. SIMONSON
My Comm. Exp. March 27, 2020

[Signature]
Notary Public

**File Against
Exhibit "A"**

**Coalition Property
Parcel Nos. 1-8 Name of Parcel Owners and Property Legal Description**

Parcel #	Property Legal	Acres	Parcel Owner	Parcel Owner Address
1	Lot 50 SW, S35, T10, R7, Lancaster County, NE	68.54	MATODOL, LLC, c/o Olsson, Inc., Manager, Attention Jeffrey Jenkins	601 P Street Lincoln, Nebraska 68508
2	Lot 51 SE, S35, T10, R7, Lancaster County, NE	73.34	MATODOL, LLC, c/o Olsson, Inc., Manager, Attention Jeffrey Jenkins	601 P Street Lincoln, Nebraska 68508
3	Lot 48 SE, S35, T10, R7, Lancaster County, NE	4.91	MATODOL, LLC, c/o Olsson, Inc., Manager, Attention Jeffrey Jenkins	601 P Street Lincoln, Nebraska 68508
4	Lot 65 SE, S35, T10, R7, Lancaster County, NE	37.93	Roger H. Graff	7005 Shamrock Road, Unit 312 Lincoln, NE 68506
5	Lot 64 SE, S35, T10, R7, Lancaster County, NE	35.78	MATODOL, LLC, c/o Olsson, Inc., Manager, Attention Jeffrey Jenkins	601 P Street Lincoln, Nebraska 68508
6	Outlot A, FBT Addition, Lancaster County, NE	32.94	MATODOL, LLC, c/o Olsson, Inc., Manager, Attention Jeffrey Jenkins	601 P Street Lincoln, Nebraska 68508
7	Lots 54 & 62 NE, S35, T10, R7, Lancaster County, NE	29.80	Daryl Lee and Kristie A. Bohac	10011 N. 152 nd Street Waverly, NE 68462
8	Lot 30 NW, S35, T10, R7, Lancaster County, NE	26.87; see Exhibit A-1	Christopher A. Kidwell	8901 A Street Lincoln, NE 68508

N/A

N/A

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*N/A
FBT*

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* File Asc. Jr

Total	309.16		
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Exhibit "A"

McFarland Property

NKA

Parcel #	Property Legal	Acres	Parcel Owner	Parcel Owner Address
1	Lot 49 Irregular Tracts in the Southwest Quarter of Section 35, Township 10 North, Range 5 East of the 6 th P.M. in Lancaster County, Nebraska	9.97	Patrick & Sarah McFarland	3201 South Street, Unit 175 Lincoln, Nebraska 68502

Exhibit "A"

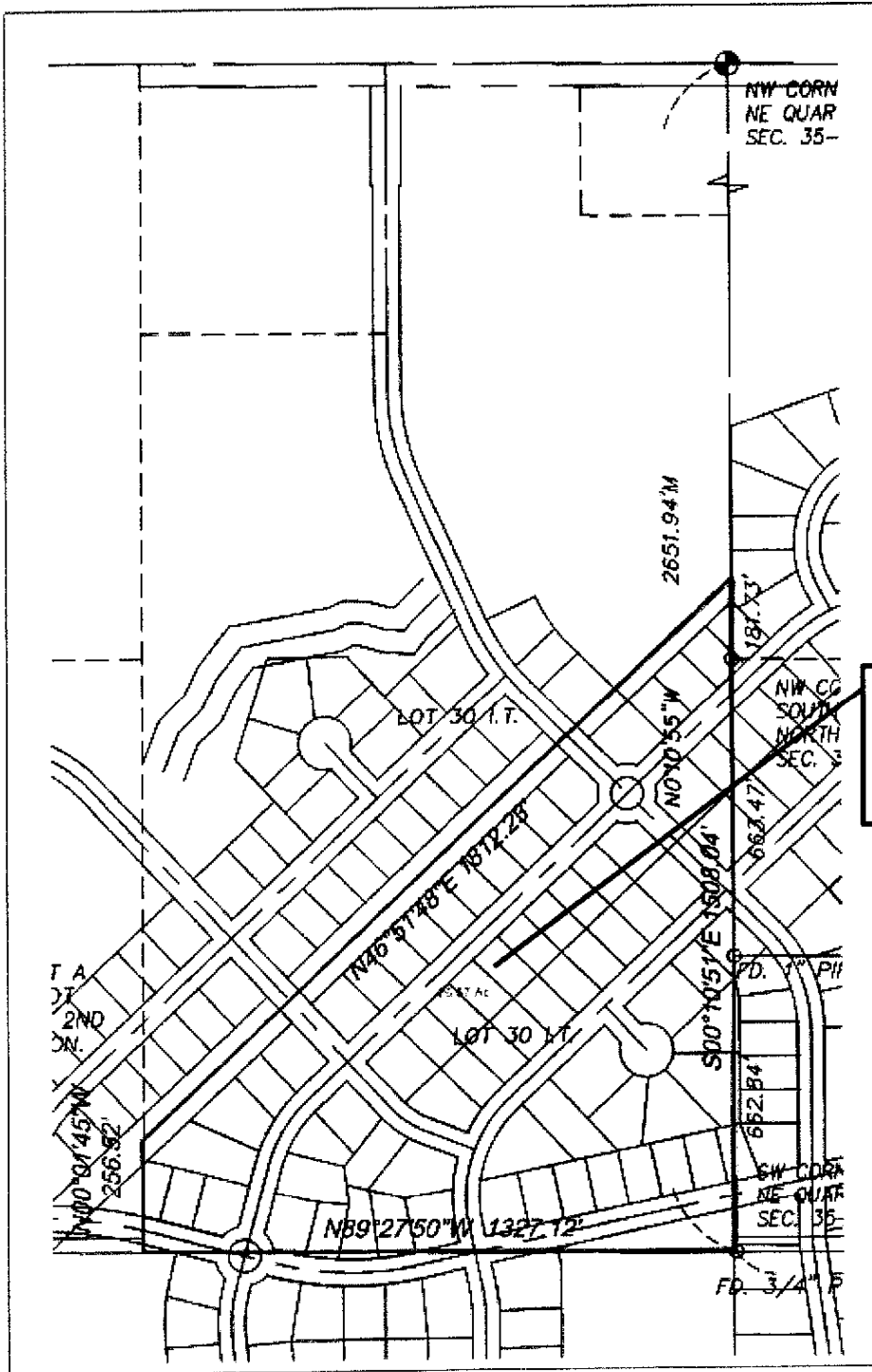
LFSB Property

FF Coct

Parcel #	Property Legal	Acres	Parcel Owner	Parcel Owner Address
1	Lots 1 and 2, Block 1, Lots 1 and 2, Block 2 and Outlots A through H, inclusively, Firehorn Corporate Center Addition,	17.47	LINCOLN FEDERAL SAVINGS BANK OF NEBRASKA	1101 N ST LINCOLN, NE 68508

	Lincoln, Lancaster County, Nebraska			
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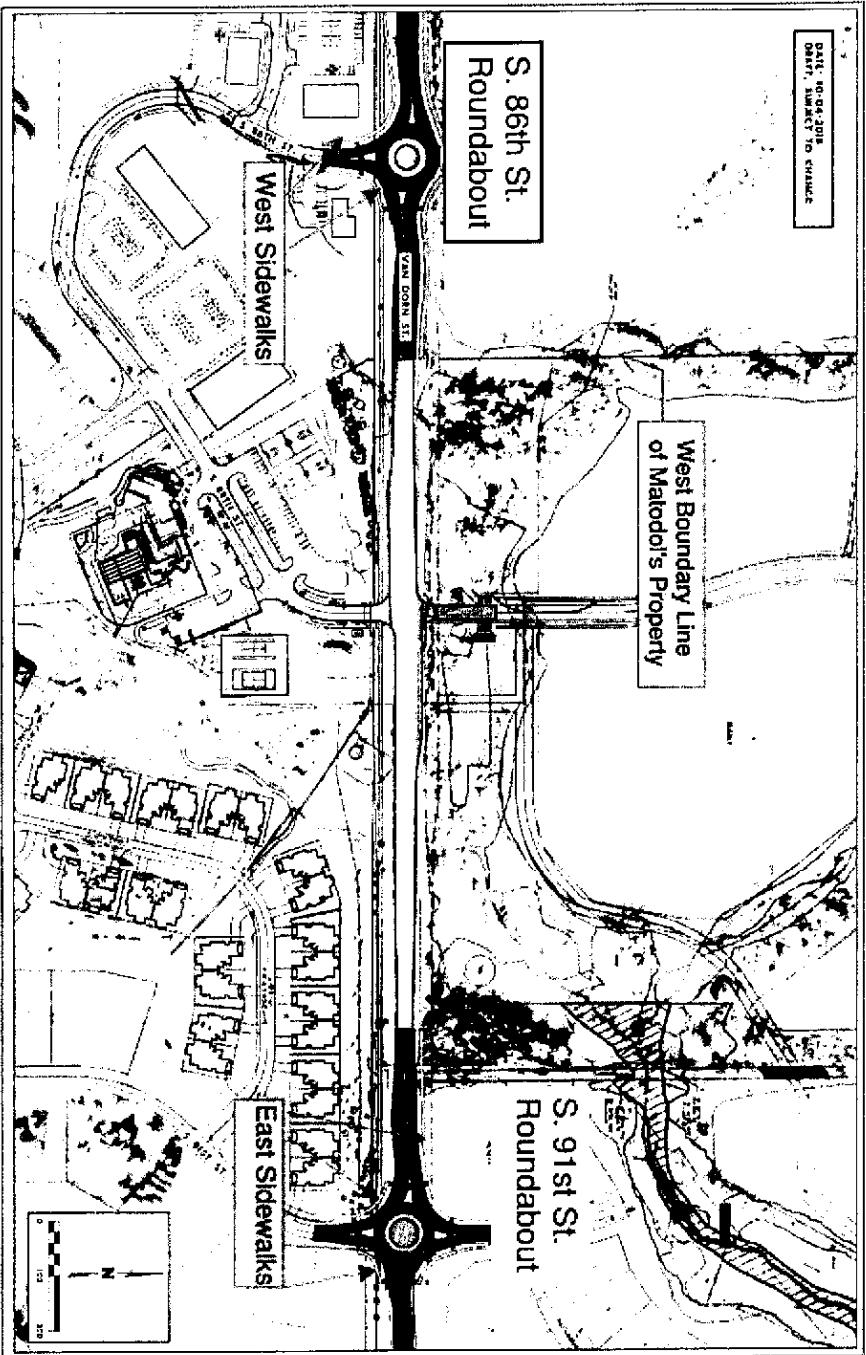
Exhibit "A-1"
Christopher A. Kidwell Property (26.87 acres)



Christopher A. Kidwell Property
(26.87 acres)

Exhibit "13"

Van Dorn Street Roundabouts and Sidewalk



CERTIFICATE

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

I, Teresa J. Meier, City Clerk of the City of Lincoln, Nebraska, do hereby certify that the above and foregoing is a true and correct copy of the Van Dorn Street Roundabouts and Sidewalk Agreement between the City, Matodol, L.L.C. and Lincoln Federal Savings Bank of Nebraska for the construction of roundabouts and sidewalks on Van Dorn Street from South 86th Street to South 91st Street, as adopted and approved by Resolution A-91417 by the Lincoln City Council on December 17, 2018, as the original appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City of Lincoln, Nebraska, on the 3rd day of January, 2019.

Teresa J. Meier
City Clerk

