

**DEVELOPMENT AND CONDITIONAL ZONING AGREEMENT
(North 14th Street and Superior)**

This Development and Conditional Zoning Agreement is hereby made and entered into this ____ day of _____, 2008, by and between **Boyce Construction, Inc.**, a Nebraska corporation, hereinafter referred to as “Developer,” and the **City of Lincoln, Nebraska**, a municipal corporation, hereinafter referred to as “City.”

RECITALS

I.

Developer has petitioned the City for a Change of Zone (No. 08036) from R-2 Residential District to R-5 Residential District upon property generally located at North 14th Street and Superior Street and legally described as the East 168 feet of Lot 16, Highland Place Addition, and the North One-Half of vacated Holltorf Street adjacent thereto, Lincoln, Lancaster County, Nebraska (“Property”).

II.

The Developer has represented to the City that in consideration of the City rezoning the Property to R-5 Residential District, the Developer will enter into an agreement with the City subjecting the Property to a restriction on maximum density, a restriction on the drive access to North 14th Street, and a requirement to provide a drive access to the north boundary of the Property in order to provide a compatible development with the adjacent residential neighborhood.

III.

The City desires an Agreement to be assured that the Developer will develop the Property in a manner compatible with the adjacent residential neighborhood should the Property be rezoned to R-5 Residential District.

NOW THEREFORE, in consideration of the above recitals and the following terms and conditions, the parties agree as follows:

1. The City hereby agrees to grant Developer's petition to change the zoning map from R-2 Residential District to R-5 Residential District on the Property.
2. In consideration for the City rezoning the Property to R-5 Residential District, the Developer agrees that the development of the Property shall be subject to the following restrictions:
 - a. The Property shall be limited to a maximum of six dwelling units.
 - b. The driveway to the Property off of North 14th Street shall be aligned with the existing driveway to the commercial center on the east side of North 14th Street.
 - c. A driveway access easement over the Property shall be provided from North 14th Street to the north property line of the Property in order to allow for a similar redevelopment of the lot to the north by sharing access with this Property.
3. This Agreement shall run with the land and shall be binding upon the parties hereto and their respective successors and assigns.
4. This Agreement, when executed by the parties hereto, shall be recorded by the City in the office of the Register of Deeds of Lancaster County, Nebraska, filing fees to be paid by Developer.

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

BOYCE CONSTRUCTION, INC.
a Nebraska corporation

By: _____
Jerry Boyce, President

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

By: _____
Chris Beutler, Mayor of Lincoln

