

**AGREEMENT**

This Agreement is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the **City of Lincoln, Nebraska**, a municipal corporation ("City"), **Regent Heights Limited Partnership**, a Nebraska limited partnership ("Regent Heights"), **Ridge Development Company**, a Nebraska corporation ("Ridge Development"), **Northern Lights, L.L.C.**, a Nebraska limited liability company ("LLC"), and **Yeutter Family L.L.C.**, a Maryland limited liability company ("Yeutter"). Regent Heights, Ridge Development, LLC and Yeutter are sometimes hereinafter referred to individually as "Property Owner" and collectively as "Property Owners."

**RECITALS**

**I.**

Regent Heights, Ridge Development, LLC and Yeutter previously entered into and/or are successors in interest to parties who have entered into the Conditional Annexation and Zoning Agreement for Regent Heights First Addition and Northern Lights Addition dated December 6, 1996 ("Annexation Agreement").

**II.**

Due to changed circumstances, the Property Owners and the City desire to modify their duties and responsibilities under the Annexation Agreement.

NOW, THEREFORE, in consideration of the mutual covenants established herein, the parties to this Agreement do hereby agree as follows:

1. Notwithstanding the provisions of Article III, paragraph E.4 of the Annexation Agreement, Yeutter and LLC hereby assume and agree to be responsible for the maintenance, repair, and replacement of the private roadway described in said Article III, paragraph E.4.

2. Notwithstanding the provisions of Article III, paragraph H of the Annexation Agreement, the City agrees that the Property Owners may delete from the linear park

dedication the 43-foot wide strip of land shown on Exhibit "A" attached hereto and incorporated herein by this reference, which is necessary for construction of the private roadway identified in Article III, paragraph E.4 and that Yeutter and LLC will be responsible for the cost of maintaining, repairing, and replacing said private roadway.

3. Notwithstanding the requirements of Article III, paragraph H of the Annexation Agreement, and in consideration of Yeutter and LLC assuming the City's responsibility to permanently maintain, repair, and replace the private roadway identified in Article III, paragraph E.4, the City hereby releases Ridge Development and its successors in interest from its obligation to convey to the City two sets of mini-playground equipment acceptable to the Director of Parks and Recreation Department (not exceeding a total of \$30,000).

4. Notwithstanding the requirements of Article III, paragraph H of the Annexation Agreement, the Property Owners hereby release the City of its obligation to construct two mini-playground park areas as part of the linear park.

5. Notwithstanding the provisions of Article III, paragraph I of the Annexation Agreement, the parties agree that the Property Owners and D.D. & S. Family Investments, a Nebraska general partnership, are released from their responsibility to pay for the cost to construct an eight-foot wide hiker/biker trail in the linear park between Holdrege Street and the east limits of the property (South 84th Street) as the Property Owners have constructed a ten-foot wide hiker/biker trail on South 84th Street abutting Regent Heights First Addition and Northern Lights Addition. Notwithstanding the above release, the Property Owners agree to identify, reserve and dedicate, at no cost to the City, a 20 foot wide public access easement in a location acceptable to the City for the potential construction of a future hiker/biker trail in the event that any widening of 84th Street causes the removal of the existing hiker/biker trail. The parties further agree that the City is released of its responsibility for the construction of the hiker/biker trail crossing (at grade or below grade) of Holdrege Street and construction of the

trail south of Holdrege to the south limits of the Property as described in the Annexation Agreement until such time as the City determines that such trail is needed.

6. This Agreement shall run with the land and shall be binding upon and inure to the benefit and burden of the successors and assigns of the respective parties.

7. This Agreement may only be amended or modified in writing and signed by the parties hereto.

8. The parties agree to use their best and reasonable efforts to successfully carry out and complete each task, covenant and obligation as stated herein; the parties shall cooperate in good faith with the others and shall do any and all acts and execute and acknowledge and deliver any and all documents so requested in order to satisfy the conditions set forth herein and to carry out the intents and purposes of this Agreement.

**CITY OF LINCOLN, NEBRASKA,**  
a municipal corporation

By: \_\_\_\_\_  
Mayor

**REGENT HEIGHTS LIMITED**  
**PARTNERSHIP,** a Nebraska limited partnership

By: \_\_\_\_\_  
Thomas E. White, General Partner

By: \_\_\_\_\_  
John C. Brager, General Partner

**RIDGE DEVELOPMENT COMPANY,**  
a Nebraska corporation

By: \_\_\_\_\_  
Thomas E. White, President of Development

By: \_\_\_\_\_  
John C. Brager, President of Construction

**NORTHERN LIGHTS, L.L.C.,**  
a Nebraska limited liability company

By: \_\_\_\_\_  
Thomas E. White, Member

By: \_\_\_\_\_  
John C. Brager, Member

**YEUTTER FAMILY L.L.C.,**  
a Maryland limited liability company

By: \_\_\_\_\_  
Clayton K. Yeutter, Manager

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.

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



STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by Thomas E. White, Member of Northern Lights, L.L.C., a Nebraska limited liability company, on behalf of said limited liability company.

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

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, John C. Brager, Member of Northern Lights, L.L.C., a Nebraska limited liability company, on behalf of said limited liability company.

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

STATE OF \_\_\_\_\_        )  
  ) ss.  
COUNTY OF \_\_\_\_\_    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, Clayton K. Yeutter, Manager of Yeutter Family L.L.C., a Maryland limited liability company, on behalf of said limited liability company.

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

**LEGAL DESCRIPTION**  
**PRIVATE ROADWAY**  
**PUBLIC ACCESS EASEMENT**  
**PUBLIC UTILITY EASEMENT**

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF OUTLOT "A" NORTHERN LIGHTS 1<sup>ST</sup> ADDITION, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6<sup>TH</sup> P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID OUTLOT "A", SAID POINT BEING THE NORTHWEST CORNER OF LOT 64 I.T., THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 18 MINUTES 42 SECONDS WEST ALONG THE NORTH LINE OF SAID OUTLOT "A", SAID LINE BEING THE SOUTH RIGHT-OF-WAY LINE OF LEIGHTON AVENUE, A DISTANCE OF 34.50 FEET TO A POINT, SAID POINT BEING **THE TRUE POINT OF BEGINNING**, THENCE SOUTH 00 DEGREES 02 MINUTES 13 SECONDS EAST, A DISTANCE OF 400.00 FEET TO A POINT OF INTERSECTION WITH A SOUTH LINE OF SAID OUTLOT "A", THENCE SOUTH 89 DEGREES 18 MINUTES 42 SECONDS WEST ALONG A SOUTH LINE OF SAID OUTLOT "A", A DISTANCE OF 43.00 FEET TO A POINT, THENCE NORTH 00 DEGREES 02 MINUTES 13 SECONDS WEST, A DISTANCE OF 383.07 FEET TO A POINT, THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 23.65 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID OUTLOT "A", THENCE NORTH 89 DEGREES 18 MINUTES 42 SECONDS EAST ALONG THE NORTH LINE OF SAID OUTLOT "A", SAID LINE BEING THE SOUTH LINE OF LEIGHTON AVENUE RIGHT-OF-WAY, A DISTANCE OF 59.72 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 17,341.34 SQUARE FEET OR 0.3981 ACRES, MORE OR LESS.

August 27, 2004  
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NORTH 84TH STREET



SCALE: 1"=100'

5

BLOCK 2

AVE.

S89°18'42"W  
34.50'

S00°02'13"E  
400.00'

43.00'  
S89°18'42"W  
4

NORTHWOODS  
DRIVE

BLOCK 1

4

P.O.B.  
P.O.C.

N89°18'42"E  
59.72'

LEIGHTON

N45°00'00"W  
23.65'

383.07'  
N00°02'13"W

43'  
43' WIDE PRIVATE  
ROADWAY, PUBLIC  
ACCESS AND UTILITY  
EASEMENT

NORTHERN LIGHTS  
OUTLOT "A"

1ST ADDITION