
DEVELOPMENT AND CONDITIONAL ZONING AGREEMENT

This Development and Conditional Zoning Agreement is hereby made and entered into this _____ day of _____, 2006, by and between B & J Partnership, Ltd., a Nebraska limited partnership, 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. 06012) from R-2 Residential District and O-2 Suburban Office District to B-1 Local Business District upon the following described property generally located on the block bounded by 9th, 10th, Hill, and VanDorn Streets ("Property"). The Property is legally described as:

Lots 1 through 6, Lots 11 through 14, that portion of the vacated north/south alley adjacent to Lots 4 through 6, and Lots 11 through 14, all located in Block 12, South Park Addition, Lincoln, Lancaster County, Nebraska.

II.

The request for the change of zone to B-1 Local Business District will allow the Property to be used for a range of commercial and retail uses, including service stations and self-service, coin-operated car washes which would not be compatible with the adjacent properties.

III.

The Developer has represented to the City that in consideration of the City rezoning the Property to B-1 Local Business District, the Developer will enter into an agreement with the City subjecting the Property to restrictions on use, lighting, and signage in order to provide a compatible development with the surrounding area.

IV.

The City desires the Developer to enter into this Agreement to be assured that the Developer will develop the Property as represented should the Property be rezoned to B-1 Local Business 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 and O-2 Suburban Office District to B-1 Local Business District on the Property.

2. In consideration of the City's rezoning the Property to B-1 Local Business District, the Developer agrees that development of the Property will be subject to the following restrictions:

a. Use Restrictions:

(1) Service stations and self-service, coin-operated car washes are prohibited.

(2) Lots 1 and 2 as shown on the site plan attached hereto marked as Attachment A are restricted to those uses permitted in the O-2 Suburban Office District.

b. Sign Restrictions:

(1) Changeable copy or message center type signs are prohibited.

(2) Freestanding signs shall be limited to ground signs.

c. Lighting Restrictions:

(1) Lighting on the north side of buildings abutting Hill Street is prohibited.

(2) All exterior lighting shall utilized full cutoff fixtures.

3. In further consideration for the City rezoning the Property to B-1 Local Business District, the Developer agrees to plant street trees along the boundary of the site in accordance with the requirements of the Department of Parks and Recreation. Developer further agrees that access shall be limited to the access locations shown on Attachment A; that the left-turn lanes on 10th Street shall be a minimum of 200 feet in length, and that the left-turn lane on 9th Street shall be built from the driveway entrance into the site northward to Hill Street.

4. This Agreement shall run with the land and shall be binding upon the parties hereto and their respective successors and assigns.

5. 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 herein have executed this Agreement on the day and year set forth above.

B & J PARTNERSHIP, LTD.
a Nebraska limited partnership

By: _____
General Partner

ATTEST:

CITY OF LINCOLN, NEBRASKA
a municipal corporation

City Clerk

Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing Agreement was acknowledged before me this _____ day of _____, 2006, by _____, general partner of B & J Partnership, a Nebraska limited partnership, on behalf of said partnership.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

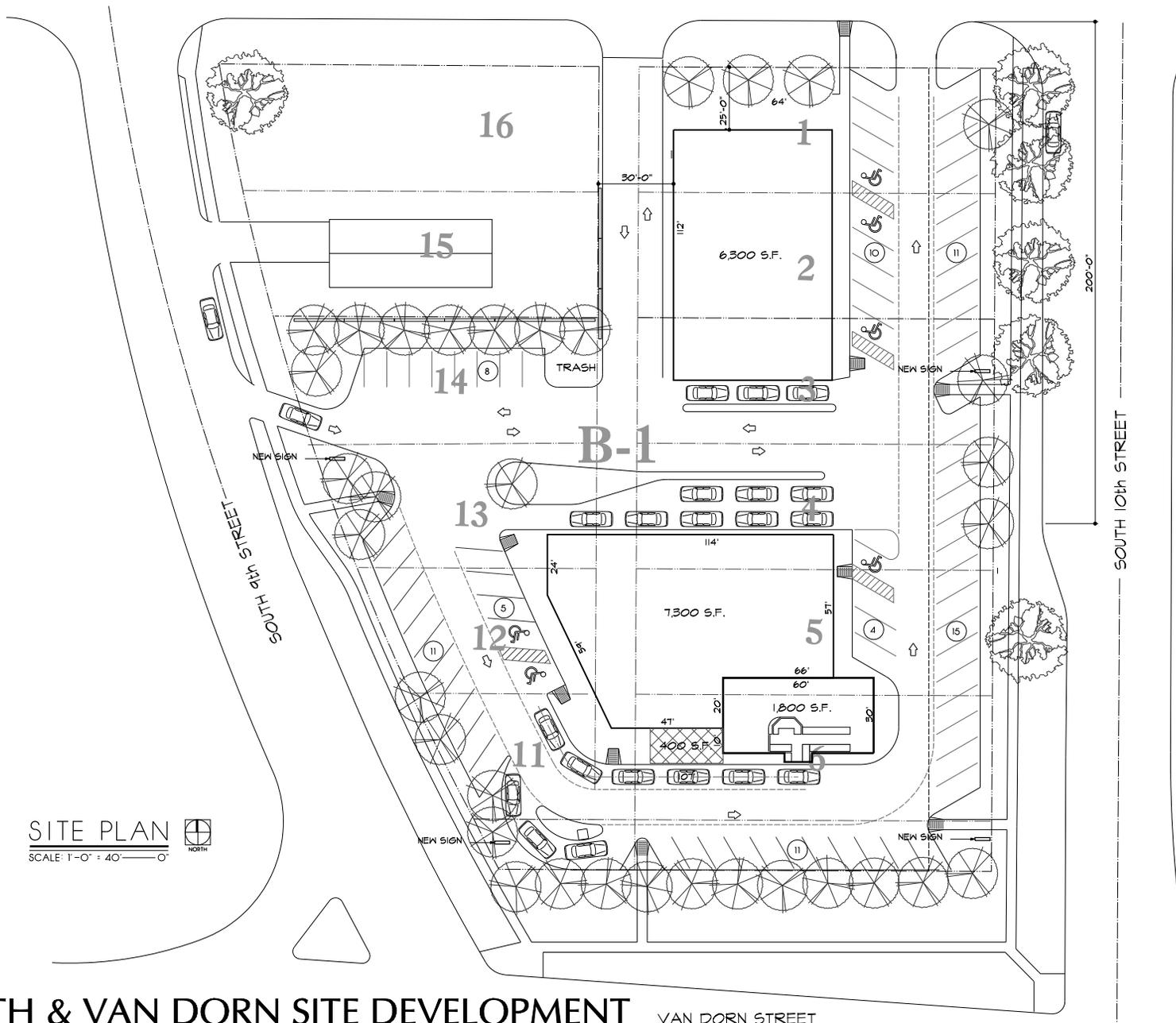
The foregoing Agreement was acknowledged before me this _____ day of _____, 2006, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.

Notary Public

ATTACHMENT "A"



Scale: 1" = 20'-0"
Date: 14 MAR 06
Project: 99020.nvd
Dwg: nvd09.dgn



NINTH & VAN DORN SITE DEVELOPMENT VAN DORN STREET

Lincoln, Nebraska