

**AMENDMENT TO AGREEMENT REGARDING THE ANNEXATION  
OF COUNTRY MEADOWS**

THIS AMENDMENT TO AGREEMENT REGARDING THE ANNEXATION OF COUNTRY MEADOWS ("Amendment") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **CITY OF LINCOLN, NEBRASKA**, a municipal corporation, hereinafter referred to as "City", and **COUNTRY MEADOWS HOMEOWNERS ASSOCIATION, INC.**, a Nebraska corporation, hereinafter referred to as "the Association".

**RECITALS**

**I.**

Resolution No. A-76688 was adopted by the City Council for the City of Lincoln, Nebraska on April 10, 1995, which resolution approved the Annexation Agreement dated April 14, 1995 (the "Annexation Agreement") annexing Country Meadows 1st, 2nd, and 3rd Additions.

**II.**

The City and the Association have agreed to reconstruct the internal public streets of the Country Meadows neighborhood pursuant to the terms of this Amendment. The Public Works Director, pursuant to this Agreement, is granting a waiver to the City of Lincoln Design Standards for residential streets to allow 22 foot pavement without curb and gutter. The City has also received a relaxation to the Board of Public Roads Classifications and Standards (BPRCS) Minimum Design Standards to allow a two foot shoulder width for this project. The BPRCS did not grant a relaxation for a two foot fixed obstacle clearance. The City, pursuant to Nebraska Administrative Code, Title 428, Chapter 2, Section .001.15(8), has done a cost benefit study showing no benefit to moving other obstacles (such as mailboxes) outside the minimum six (6)

foot clearance. Per the Annexation Agreement all mailboxes five feet (5') or more from the edge of the roadway may remain in place.

### III.

The Annexation Agreement approved by the City Council provided that future improvement of the paved roadways within the subdivision could be accomplished, at the City's option, through the creation of an assessment district, but the parties have now determined that the most appropriate way to accomplish the reconstruction of the paved roadways is through a cost sharing arrangement set forth in an amendment to the existing Annexation Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties do agree as follows:

1. All existing provisions, except the provisions of paragraph 6 of the Annexation Agreement approved by City Council Resolution No. A-76688 shall remain in full force and effect subsequent to the approval of this Amendment to the Annexation Agreement.

2. That paragraph 6 of the parties' original Annexation Agreement entitled "Future Assessment" is hereby amended to provide:

a. The City shall design and reconstruct all internal streets of the Country Meadows Subdivisions including South 66th Street, Almira Lane, Marcus Road, and Ann's Court (the "Public Streets") to the existing 22 foot width with six inch minimum concrete pavement;

b. The reconstructed roadways will not include curb, gutter, sidewalks, or street lights and the City agrees to waive the City of Lincoln Design Standards for local streets in this regard;

c. The individual property owners shall remain responsible for the maintenance of the ditches, stormwater culverts located beneath the private driveways or approaches, and driveway approaches as outlined in paragraph 5 of the existing Agreement;

d. The cost of reconstructing the roadway as specified above shall initially be borne by the City with a contribution by the Association equal to the sum of \$60,000.00 per year for ten consecutive years for a total sum of \$600,000.00. The first installment payable by the Association to the City shall be made within thirty (30) days of the City's execution of a construction contract for the reconstruction of the Public Streets and subsequent installments shall be made on each anniversary thereof;

e. The Association's contribution of \$600,000.00 to share in the cost of the roadway reconstruction is subject to the above stated conditions and the approval of this Amendment to the Annexation Agreement;

f. The City is undertaking the design of the reconstruction of the Public Streets. The City contemplates that it shall award a construction contract following its public bidding for construction to occur during the 2015 construction season. The City shall award a construction contract no later than December 31, 2015; and

g. Upon completion of the reconstruction of the Public Streets and the full payment of obligation of the Association set forth in paragraph 2(d) above, the City acknowledges that the Association shall have fully performed its obligation of the Annexation Agreement, as amended by this Amendment, and that, as it pertains to the reconstruction of the Public Streets contemplated herein, the City shall not assess the abutting properties for the costs of any such future reconstruction.

h. During the ten year term of paragraph 2(d) above, the Association shall deliver to the City, on or before May 1 of every other year, a copy of its Good Standing Certificate obtained from the Nebraska Secretary of State.

i. In the event that the Association does not make the annual installment payment to the City as required by paragraph 2(d) above, the City shall send notice of such default to the Association which shall have thirty (30) days to cure such default. The Association, to secure its obligation to make the annual installment payments under paragraph 2(d), hereby pledges and assigns to the City the right and power to assess the sixty (60) lots as owned by members of the Association ("Affected Lots") for the annual installment pursuant to the power to make special assessments against the Affected Lots by Article IV, Section 4 of the Declaration of Covenants, Conditions and Restrictions dated November 4, 1987 and recorded November 18, 1987 with the Lancaster County Register of Deeds as Instrument #87-37657 (the "Declaration"). In the event of default by the Association to make the installment payment or payments required by paragraph 2(d), the City, at its option, may accelerate all remaining payments due the City under this Amendment and either:

(A) assess the unpaid balance against the Affected Lots owned by members of the Association and subject to the Declaration to be repaid over the remaining years of the ten (10) year term for repayment under this Amendment; or

(B) pursuant to Section 6(d) of the Annexation Agreement, create a special assessment district and assess the unpaid balance against the Affected Lots to be repaid over such reasonable term as the City deems fair and equitable.

3. Binding Effect. This Amendment to the Annexation Agreement shall inure to and be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Annexation Agreement as of the day and year first written above.

ATTEST:

**CITY OF LINCOLN, NEBRASKA,  
A Municipal Corporation**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Chris Beutler, Mayor

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation.

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

COUNTRY MEADOWS  
HOMEOWNERS ASSOCIATION, INC.,  
a Nebraska corporation

By:   
Its President

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of November, 2014, by Stephen L. Clymer, President of Country Meadows Homeowners Association, Inc., a Nebraska corporation, on behalf of the corporation.

MEOL 602160830  
GENERAL NOTARY - State of Nebraska  
HEATHER ANDERSON  
My Comm. Exp. August 14, 2015  
1/18/2016

  
Notary Public