

**DEVELOPMENT AND CONDITIONAL ZONING AGREEMENT**

This Development and Conditional Zoning Agreement ("Agreement") is hereby made and entered into this 8<sup>TH</sup> day of DECEMBER, 2015, by and between Danniell L. Dallman, Trustee of the Danniell L. Dallman Revocable Trust and Rebecca L. Dallman, Trustee of the Rebecca L. Dallman Revocable Trust, hereinafter referred to as "Developer", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "City."

**RECITALS**

**I.**

Developer, as owner of the below described property, has petitioned the City for a change of zone ("Change of Zone 15030") from R-4 Residential District ("R-4") to B-3 Commercial District ("B-3") upon property generally located at 711-725 South Street and legally described as:

Lots 1 and 2, Block 1, Moulton's Subdivision, Lincoln, Lancaster County, Nebraska, and the west 40 feet of Lot 4, Block 4, South Park, Lincoln, Lancaster County, Nebraska, except that portion more particularly described as follows:

Beginning at the northwest corner; thence south 4.80 feet; thence northeast to a point 13.00 feet east of northwest corner; thence west 13.00 feet to place of beginning, and except

Beginning at a point on the north line of said Lot 4, 47.75 feet west of the northeast corner thereof; thence south along a line which is parallel to and 47.75 feet west of the east line of said Lot 4, a distance of 14.31 feet; thence westerly along a line which deflects 85 degrees 43 minutes 00 seconds right, a distance of 40.01 feet to a point on the west line of said Lot 4; thence north along the said west line a distance of 17.35 feet to the northwest corner of said Lot 4; thence east along the north line of said Lot 4, a distance of 40.00 feet to the point of beginning (the "Property").

**II.**

Approval of this Change of Zone from R-4 to B-3 would allow the Developer to use the Property for a range of commercial and retail uses which would not be compatible with the surrounding neighborhood.

**III.**

The Developer has represented to the City that, in consideration of the City re-zoning the Property to B-3, the Developer will enter into an agreement with the City to restrict use on the Property to those uses listed in paragraph 2.a below as long as the property to the east (i.e. 729 South Street) is zoned residential.

**IV.**

The City desires an Agreement to be assured that Developer will develop the Property as represented should the Property be rezoned to B-3.

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-4 Residential District to B-3 Commercial District on the Property.

2. In consideration for the City rezoning the Property to B-3 Commercial District, the Developer agrees that the development of the Property shall be subject to the following requirements:

- a. The Property shall be only used for the following uses: offices, personal services, adult day services, neighborhood support services, kennels/veterinary facilities (per the conditional use conditions), and contractor services (per the conditional use conditions, except that no open and unenclosed storage of materials and equipment shall be allowed). Development of the Property shall be in substantial compliance with the attached site plan.
- b. The Developer shall provide a 12 foot wide landscaping buffer along the entire east side of the Property. The buffer must include at least a double row of the 60% screen from the ground elevation to a height of 10 feet, required under Section 7.5 of Chapter 3.50 of the City of Lincoln Design Standards. A fence may be used with the screening, but the fence does not eliminate the requirement for a double row of landscaping. The screening plan shall be submitted to and approved by the Planning Department prior

to issue of the building permit for the New Building shown on the attached site plan. Plant material shall be installed prior to occupancy of the New Building, unless the Developer provides the City with a bond, escrow or security agreement in the amount necessary (as determined by the City) to guarantee the timely purchase and planting of the above required landscape screen in the next appropriate planting season (spring or fall, depending on the particular plant material) following initial occupancy of the New Building.

c. There shall be no access to the Property from the abutting north/south alley on the east. Access shall be restricted to South 7<sup>th</sup> Street and the east/west alley on the south abutting that portion of the Property legally described as Lots 1 and 2, Moulton's Subdivision.

3. Conditions 2.a and 2.b shall remain in effect so long as the property to the east known as 729 South Street and legally described as Lot 4, Block 4, South Park Addition, except the west 40 feet and except for the north part for street, is zoned residential (i.e. R-1 through R-8 Residential District).

4. This Agreement shall run with the Property 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, filling fees to be paid by Developer.

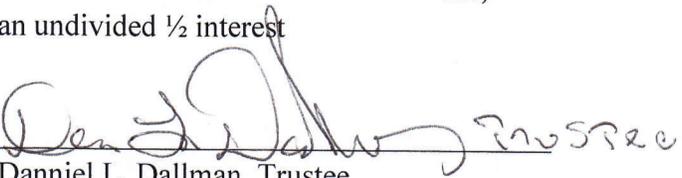
IN WITNESS WHEREOF, the parties herein have executed this Agreement on the day and year set forth above.

**City of Lincoln, Nebraska**  
a municipal corporation

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

**Danniel L. Dallman Revocable Trust,**  
an undivided ½ interest

By:

  
Danniel L. Dallman, Trustee

**Rebecca L. Dallman Revocable Trust,**  
an undivided ½ interest

*Rebecca Dallman TRUSTEE*

By: Rebecca L. Dallman, Trustee

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

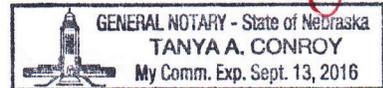
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Chris Beutler, Mayor of the City of Lincoln.

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

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 8<sup>TH</sup> day of DECEMBER, 2015, by Danniell L. Dallman, Trustee of the Danniell L. Dallman Revocable Trust.

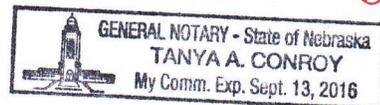
*Tanya A Conroy*  
\_\_\_\_\_  
Notary Public



STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 8<sup>TH</sup> day of DECEMBER, 2015, by Rebecca L. Dallman, Trustee of the Rebecca L. Dallman Revocable Trust.

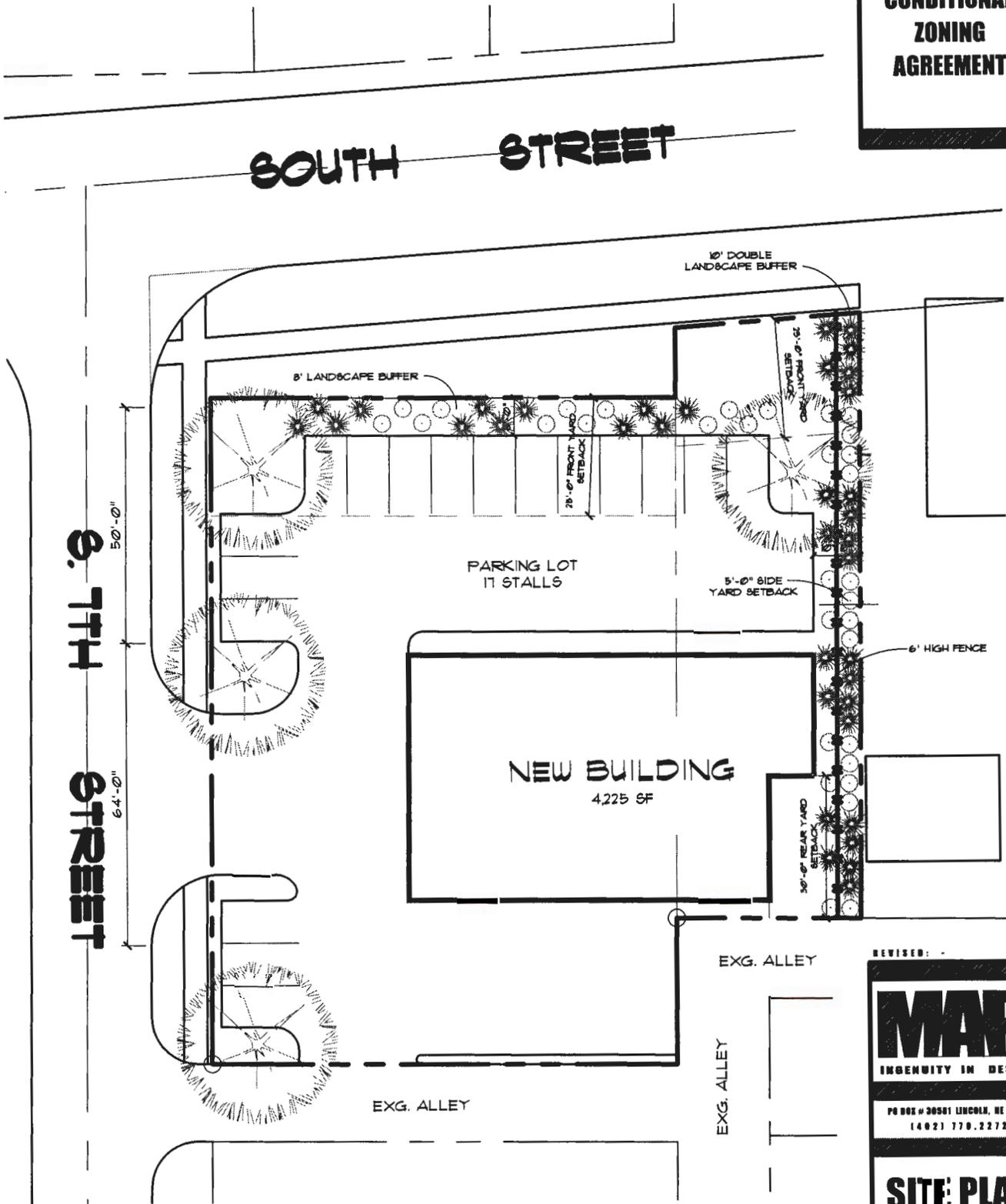
*Tanya A Conroy*  
\_\_\_\_\_  
Notary Public



DATE: 10/20/2015

DRAWING NAME:

**DALLMAN:  
CONDITIONAL  
ZONING  
AGREEMENT**



REVISED: -

**MAD Co**  
INGENUITY IN DESIGN

PO BOX # 30501 LINCOLN, NE 68503  
(402) 770.2272

**SITE PLAN**

SITE AREA: = 0.44 ACRES  
 SLOPE (AVERAGE) = 2.1%  
 MAX DISTANCE = 189'

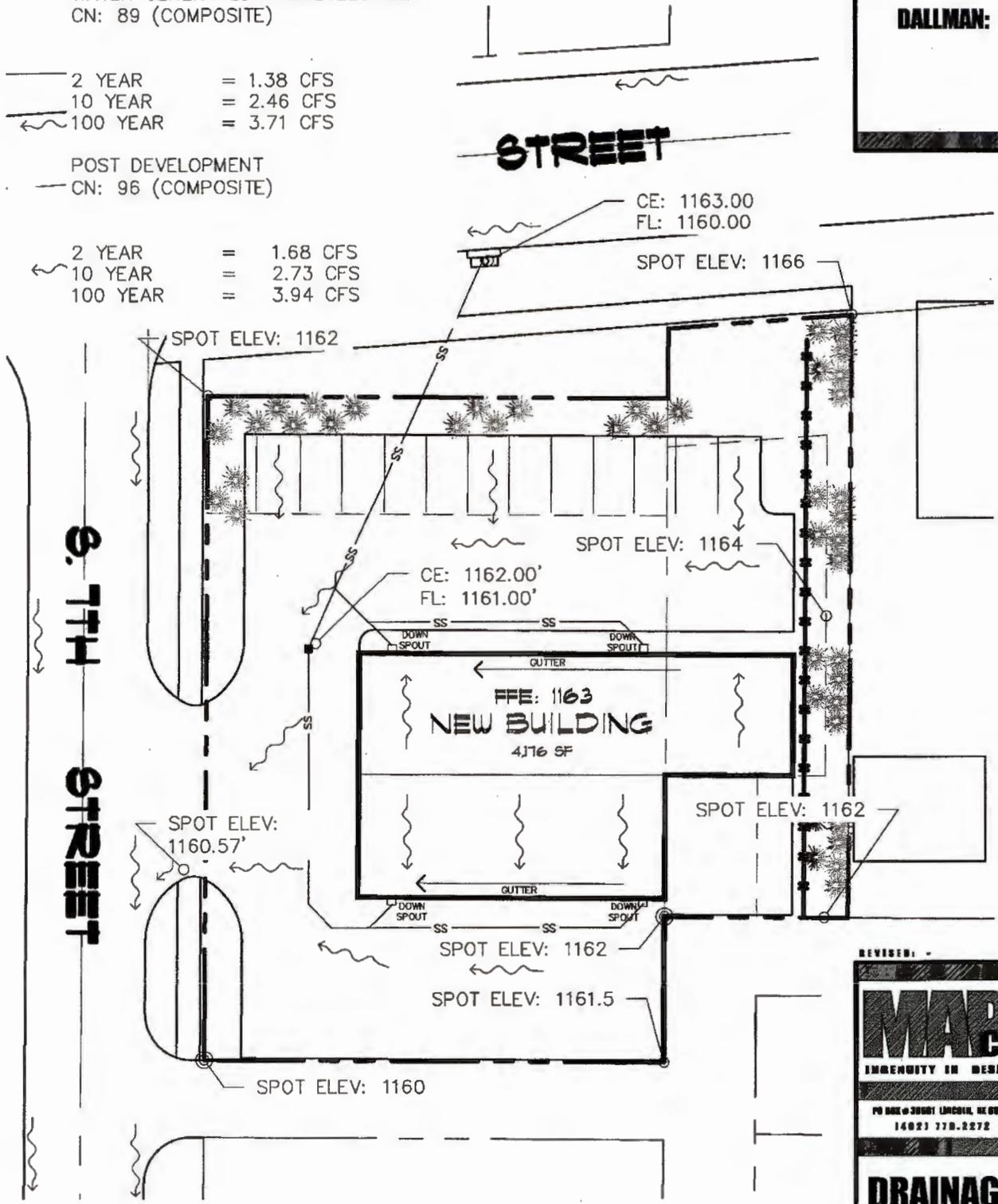
WATER GENERATED PREDEVELOPMENT:  
 CN: 89 (COMPOSITE)

2 YEAR = 1.38 CFS  
 10 YEAR = 2.46 CFS  
 100 YEAR = 3.71 CFS

POST DEVELOPMENT  
 CN: 96 (COMPOSITE)

2 YEAR = 1.68 CFS  
 10 YEAR = 2.73 CFS  
 100 YEAR = 3.94 CFS

DATE: 10/20/2010  
 PROJECT NAME:  
**DALLMAN:**



REVISED: -  
**MAD CO**  
 IMMEDIACY IN DESIGN  
 PO BOX 43001 LINCOLN, NE 68504  
 402.778.2272  
**DRAINAGE**