Exhibit A

DEVELOPMENT AND CONDITIONAL ZONING AGREEMENT

This Development and Conditional Zoning Agreement ("Agreement") is hereby made and entered into this _____ day of _____, 2016, by and between the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, 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 ("CZ 16010") from R-4 Residential District ("R-4") to B-3 Commercial District ("B-3") upon property generally located at 2201 South 17th Street and legally described as:

> The east 60.00 feet of Lots 9 and 10, and the west 5.38 feet of the east 65.38 feet except the north 28.50 feet of Lot 10; the east 65.38 feet of Lots 11, 12 and 13, all in Davis's Subdivision of Lot 3 in the Southwest Quarter of Section 36, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska; and
>
> That part of the Northeast Quarter of Lot 6, State Subdivision of the Southwest Quarter of Section 36, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska, and more particularly described as follows:
>
> Commencing at the northeast corner of said Northeast Quarter of Lot 6, State Subdivision of the Southwest Quarter of Section 36, said point being the centerline of platted 17th Street and Sewell Street; thence on an assumed bearing of south 89 degrees 59 minutes 15 seconds west, and with the north line of said Northeast Quarter of Lot 6, State Subdivision 30.00 feet to a point of the west right-of-way line of 17th Street, said point also being the POINT OF BEGINNING; thence south 00 degrees 20 minutes 19 seconds west, 30.00 feet west of as measured perpendicular to and parallel

with the east line of said Northeast Quarter of Lot 6, State Subdivision and with the west right-of-way line of 17th Street 265.77 feet; thence north 88 degrees 57 minutes 31 seconds west, 98.21 feet; thence north 00 degrees 19 minutes 56 seconds east, 200.38 feet; thence north 31 degrees 06 minutes 08 seconds east, 64.23 feet; thence north 00 degrees 21 minutes 52 seconds east, 8.60 feet to a point on the north line of said Northeast Quarter of Lot 6, State Subdivision, said point also being on the south line of Lot 13, Davis's Subdivision of Lot 3 in the Southwest Quarter of said Section 36; thence north 89 degrees 59 minutes 15 seconds east, with said north line of the Northeast Quarter of Lot 6, State Subdivision and with said south line of Lot 13, Davis's Subdivision 65.38 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.

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:

i. Those use types designated in the Use Group Table in Chapter 27.06 of the Lincoln Municipal Code as a permitted use, permitted conditional use, or special permitted use in the O-2 Suburban Office District provided that any such permitted conditional use or permitted special use shall be in conformance with Chapter 27.62 conditions of approval for permitted conditional uses and in conformance with the conditions of approval under the special permit granted for such permitted special use in conformance with Chapter 27.63 of the Lincoln Municipal Code.

ii. Retail Sales and Personal Service uses designated in the Use Group Table in Section 27.06.130 of the Lincoln Municipal Code as a permitted use in the B-3 Commercial District.

iii. In the case of new construction there shall be a 20' setback along S. 17th Street for parking stalls.

iv. Signs shall be limited in size to 32 square feet and 8 feet in height.

3. This Agreement shall run with the Property 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, 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

ATTEST:

County of Lancaster, Nebraska,
a political subdivision of the State of Nebraska

By: _____
County Clerk

_____
Roma Amundson, Chair

Approved as to form this ____ day of _____, 2016.

_____
Deputy County Attorney for
Joe Kelly, Lancaster County Attorney

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, 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 19 day of May, 2016, by Roma Amundson, Chair of the Board of Commissioners of the County of Lancaster, Nebraska.

Alison Lott
Notary Public

GENERAL NOTARY - State of Nebraska
ALISON LOTTO
My Comm. Exp. March 8, 2020