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**CITY OF LINCOLN**  
NEBRASKA  
MAYOR CHRIS BEUTLER

**CITY OF LINCOLN**  
**EXECUTIVE ORDER**

NO. 081850

**BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of Lincoln,**

**Nebraska:**

The Amendment No. 1 to the Waterford Estates Conditional Annexation and Zoning Agreement, which is attached hereto, between the City of Lincoln, Nebraska and Waterford Estates, LLC, to clarify the timing and method of repayment for the 15-inch internal sewer line and to resolve any dispute over payment therefore, is hereby approved and I have executed the same on behalf of the City.

The City Clerk is directed to record the Amendment No. 1 to the Waterford Estates Conditional Annexation and Zoning Agreement or a summary memorandum thereof with the Register of Deeds, filing fees to be paid by Waterford Estates, LLC.

The City Clerk is directed to send a fully executed original of the Agreement and a copy of this Executive Order to DaNay Kalkowski, Seacrest & Kalkowski, 1111 Lincoln Mall, Suite 350, Lincoln, NE 68508-3910 for transmittal to Waterford Estates, LLC.

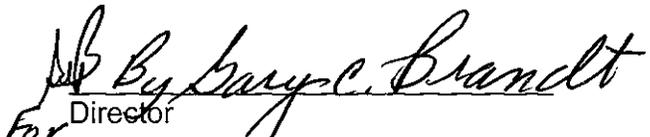
Dated this 17 day of Nov, 2008.

  
Chris Beutler, Mayor of Lincoln

Approved as to Form & Legality:

Approved by Public Works & Utilities:

  
City Attorney

  
For Director

**AMENDMENT NO. 1  
TO THE WATERFORD ESTATES  
CONDITIONAL ANNEXATION AND ZONING AGREEMENT**

This Amendment No. 1 to the Waterford Estates Conditional Annexation and Zoning Agreement is made and entered into this 17 day of Nov, 2008 by and between the City of Lincoln, Nebraska, a municipal corporation ("City"), and Waterford Estates, LLC, a Nebraska limited liability company ("Developer"), successor in interest to Ridge Development Company, a Nebraska corporation, Southview, Inc., a Nebraska corporation, Developments Unlimited, LLP, a Nebraska limited liability partnership, and Northern Lights, LLC, a Nebraska limited liability company.

**RECITALS**

A. Developer and City desire to amend the Waterford Estates Conditional Annexation and Zoning Agreement to clarify the timing and method of repayment for the 15 inch internal sewer line and to resolve any dispute over payment therefore.

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

1. That paragraph 5.C.III. of the Waterford Estates Conditional Annexation and Zoning Agreement be amended to read as follows:

**III. 36-Inch and 15-Inch Internal Sewer Lines.** In order to provide gravity sewer service to the Annexed Property, an internal 36-inch sanitary sewer line (1,175 feet) and an internal 15-inch sanitary sewer line (4,500 feet) need to be constructed generally as shown on the Infrastructure Exhibits (Attachment "E"). On behalf of the City, the Developer will design, competitively bid, construct and fund the

36-inch internal sanitary sewer line and the 15-inch internal sanitary sewer line through the City's executive order process in one or more phases as part of the final plat process. Developer intends to utilize a portion of the 15-inch internal sanitary sewer line for service which specifically benefits the adjacent properties. As part of the Executive Order process, the City agrees to subsidize the Developer for all costs attributable to oversizing the 15-inch internal sanitary sewer line with pipe, valves, fittings, and other accessories that are larger than 8-inch for that portion of the 15-inch internal sanitary sewer main abutting residential lots, and for all costs of the 15-inch internal sanitary sewer for that portion of the main that does not abut residential lots. The City will use its best efforts to include the 36-inch internal sanitary sewer line in year one of the City's 2011/2012 six-year capital improvement program to be funded by the City, at its expense in 2011/2012. The City agrees to use of its best efforts to reimburse the Developer, no later than November, 2011, for the cost of the 36-inch internal sanitary sewer line, pursuant to paragraph 10 below. The City's best efforts are contingent upon the City Council approving the necessary future rate increases for wastewater in subsequent fiscal years. At the time of applicable final platting of the 36-inch and 15-inch internal sanitary sewer lines, the applicable parties in interest agree to dedicate, at no cost to the City, the additional temporary and permanent easements needed to construct and operate the 36-inch and

15-inch internal sanitary sewer lines.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the day and year first written above.

ATTEST:

Jean E. Rose  
City Clerk



“CITY”

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

Chris Beutler  
Chris Beutler, Mayor

“DEVELOPER”

**WATERFORD ESTATES, LLC**, a Nebraska limited liability company

By: **RIDGE DEVELOPMENT COMPANY**, a Nebraska corporation, Manager

By: Thomas E. White  
Thomas E. White  
President of Development

By: John C. Brager  
John C. Brager  
President of Construction

By: **SOUTHVIEW, INC.**, a Nebraska corporation, Manager

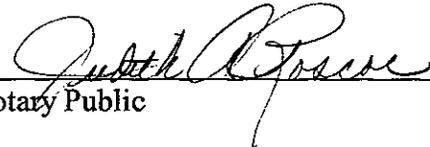
By: Richard W. Meginnis  
Title: Vice President

By: Richard W. Meginnis  
RICHARD W. MEGINNIS, Manager

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

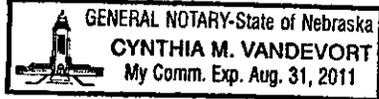
The foregoing instrument was acknowledged before me this 17 day of Nov, 2008, by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



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

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

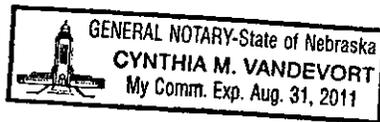
The foregoing was acknowledged before me this 28<sup>th</sup> day of October, 2008, by Thomas E. White, President of Development of Ridge Development Company, a Nebraska corporation, Manager of **Waterford Estates, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.



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

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

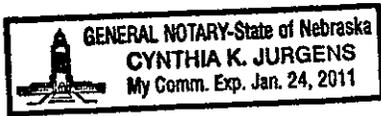
The foregoing was acknowledged before me this 28<sup>th</sup> day of October, 2008, by John C. Brager, President of Construction of Ridge Development Company, a Nebraska corporation, Manager of **Waterford Estates, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.



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

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

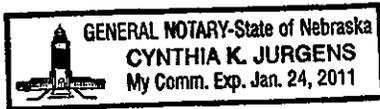
The foregoing was acknowledged before me, this 29 day of October, 2008, by Thomas G. Schleich, Vice President of Southview, Inc., a Nebraska corporation, Manager of **Waterford Estates, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.



Cynthia K. Jurgens  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing was acknowledged before me this 24 day of October, 2008, by Richard W. Meginnis, Manager of **Waterford Estates, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.



Cynthia K. Jurgens  
Notary Public