
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. 06013) from R-5 Residential District to B-3 Commercial District upon the following described property generally located at S. 15th and South Streets ("Property"). The Property is legally described as:

Lots 4 and 5, Block 3, Electric Park Addition, Lincoln, Lancaster County, Nebraska.

II.

The request for the change of zone to B-3 Commercial District would allow the Property to be used for a range of commercial and retail uses including automobile repair and sales facilities, service stations, and similar uses which would not be compatible with the adjacent residential neighborhood.

III.

The Developer has represented to the City that in consideration of the City re-zoning the Property to B-3 Commercial District, Developer will enter into an agreement with the City prohibiting the Property from being used for the following uses:

- a. Tire stores and sales including vulcanizing;
- b. Vehicle body repair shops;
- c. Service stations and automobile sales and repair facilities;
- d. Self-service, coin operated car wash;

in order to provide a compatible development with the adjacent residential neighborhood.

IV.

The City desires Developer to enter into this Agreement to be assured that the Developer will develop the Property as represented should the Property be re-zoned to B-3 Commercial 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-5 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 development of the Property shall be subject to the following requirements:

a. Direct walking paths from sidewalks on 15th Street to the building entrance and from South Street to building entrance shall be provided, if possible.

b. No pole or ground signs shall be located along 15th Street north of the parking lot and no west-facing wall signs shall be allowed on the building.

c. All lighting on poles and/or the building shall utilize full-cutoff fixtures.

3. As further consideration for granting the B-3 Commercial District zoning on the Property, Developer agrees that the following conditional uses in the B-3 District are prohibited:

a. Tire stores and sales, including vulcanizing;

b. Vehicle body repair shops;

- c. Services stations and automobile sales and repair facilities;
- d. Self-service, coin operated car wash.

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, Ltd. a Nebraska limited 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