

**FIRST STREET AND HIGHWAY 2
DEVELOPMENT AND CONDITIONAL ZONING AGREEMENT**

This First Street and Highway 2 Development and Conditional Zoning Agreement (“Agreement”) is hereby made and entered into this _____ day of _____, 2012, by and between **Sharon Y. Schwartz and Marlyn Schwartz**, wife and husband, and **Jeffrey T. Colson and Lanette Colson**, husband and wife, hereinafter collectively 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 from AG Agriculture District (“AG”) and R-2 Residential District (“R-2”) to H-3 Highway Commercial District (“H-3”) upon property generally located at First Street and Highway 2. The property is legally described as:

Lot 65 I.T., located in the SE 1/4 of Section 23,
Township 9 North, Range 7 East of the 6th P.M.,
Lancaster County, Nebraska (“Property”).

II.

This change of zone from AG and R-2 to H-3 to will serve to further establish a pattern of commercial zoning and land uses in an area designated for future residential land uses in the Comprehensive Plan. Given the predominance of residential land uses combined with inadequate infrastructure, additional commercial zoning is a concern.

III.

The Developer has represented to the City that in consideration of the City re-zoning the Property to H-3, the Developer will enter into an agreement with the City to limit the uses on the property to mini-warehousing.

IV.

The City desires an Agreement to be assured that Developer will develop the Property as represented should the Property be rezoned to H-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 AG and R-2 to H-3 District on the Property.

2. In consideration for the City re-zoning the Property to H-3 District the Developer agrees that the development of the Property shall be subject to the following requirements:

- a. Permitted uses on the property are mini-warehousing and dwelling for a caretaker employed and residing on the premises.
- b. The front yard setback along Highway 2 shall be increased to 30 feet and be entirely dedicated to green, open space. No buildings, driveways, parking or storage are allowed in this area.
- c. Minimum screening shall be in accordance with Design Standards Chapter 3.50, Section 7.5, except street trees shall be planted in all front yards at intervals of approximately every 50 feet and including at least three large (minimum 8 feet tall at maturity) shrubs between trees.
- d. Security or perimeter fencing is required and shall consist of wrought iron fence, and/or masonry wall using architectural concrete or equivalent.
- e. No storage bay doors shall face either Highway 2 or First Street, unless the doors are effectively screened from street view by the masonry wall or evergreen plantings.

3. As further consideration for granting the H-3 zoning on the Property, Developer agrees all uses, except those in Section 2.a. above, are prohibited.

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.

CITY OF LINCOLN, NEBRASKA
a municipal corporation

Chris Beutler, Mayor

DEVELOPERS:

Sharon Y. Schwartz

Marlyn Schwartz

Jeffrey T. Colson

Lanette Colson

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, 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 ____ day of _____, 2012, by Sharon Y. Schwartz and Marlyn Schwartz, wife and husband.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Jeffrey T. Colson and Lanette Colson, husband and wife.

Notary Public