



A90298

17R-62

Introduce: 2-13-17

90298

RESOLUTION NO. A-_____

1 BE IT RESOLVED by the City Council of the City of Lincoln, Nebraska:

2 That the Conditional Annexation and Zoning Agreement which is attached hereto,

3 marked as Attachment "A" and made a part hereof by reference, by and among the City of

4 Lincoln, Nebraska and the following Property Owners, Dwaine Scott Rogge, Hanover II, LLC,

5 Hanover III, LLC, and RF Properties, Inc., the owners of property ("Property") generally located

6 at North 70th Street and Arbor Road and legally described as Lots 27, 31, 47, 48, and 49 of

7 Irregular Tracts, all located in the Southeast Quarter of Section 28, Township 11 North, Range 7

8 East of the 6th P.M., Lancaster County, Nebraska, relating to the annexation of portions of the

9 Property; re-zoning portions of the Property from AG Agricultural District to I-2 Industrial Park

10 District; and approving a preliminary plat for the Property known as Rogge Square, as set out in

11 the Agreement is hereby approved and the Mayor is authorized to execute the Conditional

12 Annexation and Zoning Agreement on behalf of the City.

13 BE IT FURTHER RESOLVED that the City Clerk is directed to return the original and

14 one fully executed copy of the Conditional Annexation and Zoning Agreement to Andrew

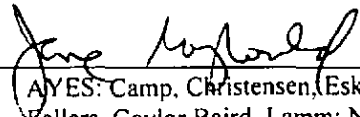
15 Thierolf, Planning Department, for recording with the Register of Deeds and distribution to the

16 Property Owners. Recording fees are to be paid in advance by the Property Owners.

17 BE IT FURTHER RESOLVED that the City Clerk is directed to forward a copy of this

18 Agreement to Michaela Dugan, Impact Fee Administrator.

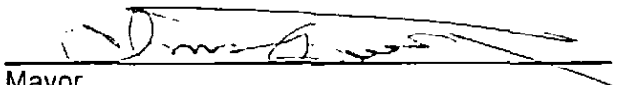
Introduced by:


 AYES: Camp, Christensen, Eskridge,
 Fellers, Gaylor Baird, Lamm; NAYS:
 None; ABSENT: Raybould.

Approved as to Form & Legality:


 City Attorney

Approved this 9th day of March, 2017:


 Mayor

ADOPTED
MAR 06 2017
BY CITY COUNCIL

A-90298

**CONDITIONAL ANNEXATION AND ZONING AGREEMENT
(ROGGE SQUARE)**

This Conditional Annexation and Zoning Agreement (Rogge Square) is made and entered into this 6th day of March, 2017, by and among Dwaine Scott Rogge ("Rogge"), Hanover II, LLC, a Nebraska limited liability company ("Hanover II"), Hanover III, LLC, a Nebraska limited liability company ("Hanover III"), RF Properties, Inc., a Nebraska corporation ("RF Properties"), and the City of Lincoln, Nebraska, a municipal corporation ("City"). Rogge, Hanover II, Hanover III, and RF Properties are collectively referred to as ("Developers").

RECITALS

I.

Rogge is the owner of Lot 31, Hanover II is the owner of Lots 47 and 48, Hanover III is the owner of Lot 49, and RF Properties is the owner of Lot 27, all of which are irregular tracts located in the Southeast Quarter of Section 28, Township 11 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska (collectively "Property"). The Property is generally located at North 70th Street and Arbor Road.

II.

Developers have requested the City to (a) annex part of Lot 31 and part of Lot 49, as shown on Exhibit A (Annexation 16009), (b) rezone part of Lot 31 and part of Lot 49 from AG to I-2, as shown and described as Exhibit B (COZ 16031), and (c) approve a preliminary plat of the Property ("PP 16005 – for the Rogge Square Preliminary Plat"), as shown on Exhibit C. Annexation 16009, COZ 16031, and PP 16005 are collectively the "Governmental Actions".

III.

The City as a condition of approving the Governmental Actions desires an agreement with Developers to be assured that the Developers' will construct necessary temporary turn lanes in North 70th Street and Arbor Road associated with development of the Property which are outside of the boundaries of the Rogge Square Preliminary Plat, and to prohibit certain I-2 district uses which would have a detrimental impact on the use and occupancy of the Abbot Sports Complex.

IV.

Developers have represented to the City that, in consideration of the City approving the Governmental Actions, the Developers would enter into an agreement with the City to develop the entire Property subject to the conditions listed in paragraph 2 below.

NOW, THEREFORE, in consideration of the above recitals and the following terms and conditions, the parties agree as follows:

1. City agrees to approve the Governmental Actions.
2. Developers agree:
 - a. To construct the temporary right and left turn lanes (which may be asphalt or concrete) in North 70th Street and Arbor Road at all new access points as shown on the Rogge Square Preliminary Plat when streets connecting to said access points on Arbor Road or North 70th Street are final platted. Turn lane lengths shall be in conformance with the City's Access Management Policy.
 - b. The Property shall not be used for the following uses:

- i. Fertilizer or toxic or flammable agricultural chemicals: Facilities for commercial storage or sale
- ii. Fuel oil storage tanks and all bulk storage of oils, petroleum and similar flammable liquids and chemicals
- iii. Liquefied petroleum, gas and similar gas used for fuel stored above ground
- iv. Manufacture, transfer, or storage of acetylene
- v. Petroleum and petroleum products, bulk storage
- vi. Production, manufacture, distribution, or commercial storage of toxic, flammable, or explosive materials, including chemicals and gases, fireworks and explosives, arsenals and magazines
- vii. Refining or bulk storage of petroleum or natural gas, or their products
- viii. Refining the refining, distillation, or manufacture of: Acids or alcohols; Ammonia, bleach, or chlorine; Asphalt, tar, or products made therewith, including roofing or waterproofing; Cement, lime, gypsum, or plaster of paris; Disinfectants; Dyestuffs; Fertilizer; Glue, sizing, or gelatin; Oilcloth, linoleum, oiled rubber goods; Paint, shellac, turpentine, or oils; Paper or pulp; Rubber, gutta-percha, balata, creosote, or products treated therewith; Shoe polish
- ix. Transportation of toxic, radioactive, flammable, or explosive materials

3. **Contribution for Rural Fire District.** Developers understand and acknowledge that the City's annexation of Lot 31 I.T. of the Property lying within the boundaries of the Waverly Rural Fire District shall not be complete except upon the City assuming and paying that portion of all outstanding obligations of the District which would otherwise constitute an obligation of Lot 31 I.T. being annexed. The parties anticipate that the amount will be \$0.00. However, in the event said amount is in excess of \$0.00 Developers agree to pay the City whatever amount which must be paid by the City to Waverly Rural Fire District in order for the annexation to be complete.

4. **Binding Effect.** This Agreement shall run with the land and be binding upon and inure to the benefit and burden of successors and assigns of the respective parties.

5. **Amendments.** This Agreement may only be amended or modified in writing signed by the parties hereto.

6. **Governing Law.** All aspects of this Agreement shall be governed by the laws of the State of Nebraska.

7. **Authority.** This Agreement has been duly executed and delivered by the parties and constitutes a legal, valid and binding obligation of each party, enforceable against the same in accordance with its terms.

8. **Recording.** This Agreement shall be recorded by the City with the Register of Deeds of Lancaster County, filing fees therefor to be paid in advance by the Developers.

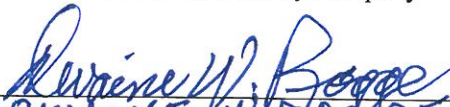
IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date and year first above written.

CITY OF LINCOLN, NEBRASKA,
a municipal corporation


By: 
Chris Beutler, Mayor of Lincoln

By: 
Dwaine Scott Rogge

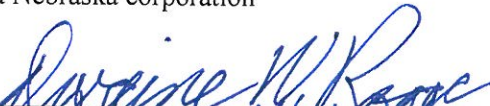
HANOVER II, LLC,
a Nebraska limited liability company

By: 
Name: DWAIN W. ROGGE
Title: manager

HANOVER III, LLC,
a Nebraska limited liability company

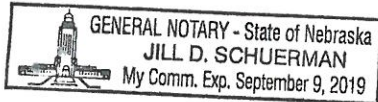
By: 
Name: DWAIN W. ROGGE
Title: manager

RF PROPERTIES, INC.,
a Nebraska corporation

By: 
Name: DWAIN W. ROGGE
Title: Pres.

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

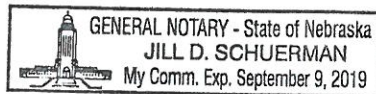
The foregoing instrument was acknowledged before me this 29th day of March, 2017, by Dwaine Scott Rogge.



Jill D. Schuerman
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

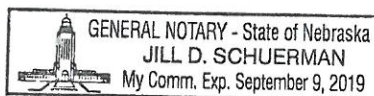
The foregoing instrument was acknowledged before me this 29th day of March, 2017, by Dwaine W. Rogge, Manager of Hanover II, LLC, a Nebraska limited liability company.



Jill D. Schuerman
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

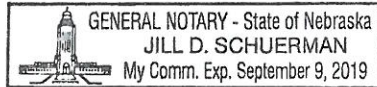
The foregoing instrument was acknowledged before me this 29th day of March, 2017, by Dwaine W. Rogge, Manger of Hanover III, LLC, a Nebraska limited liability company.



Jill D. Schuerman
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 29th day of March, 2017, by Dwaine W. Rogge, President of RF Properties, a Nebraska corporation.



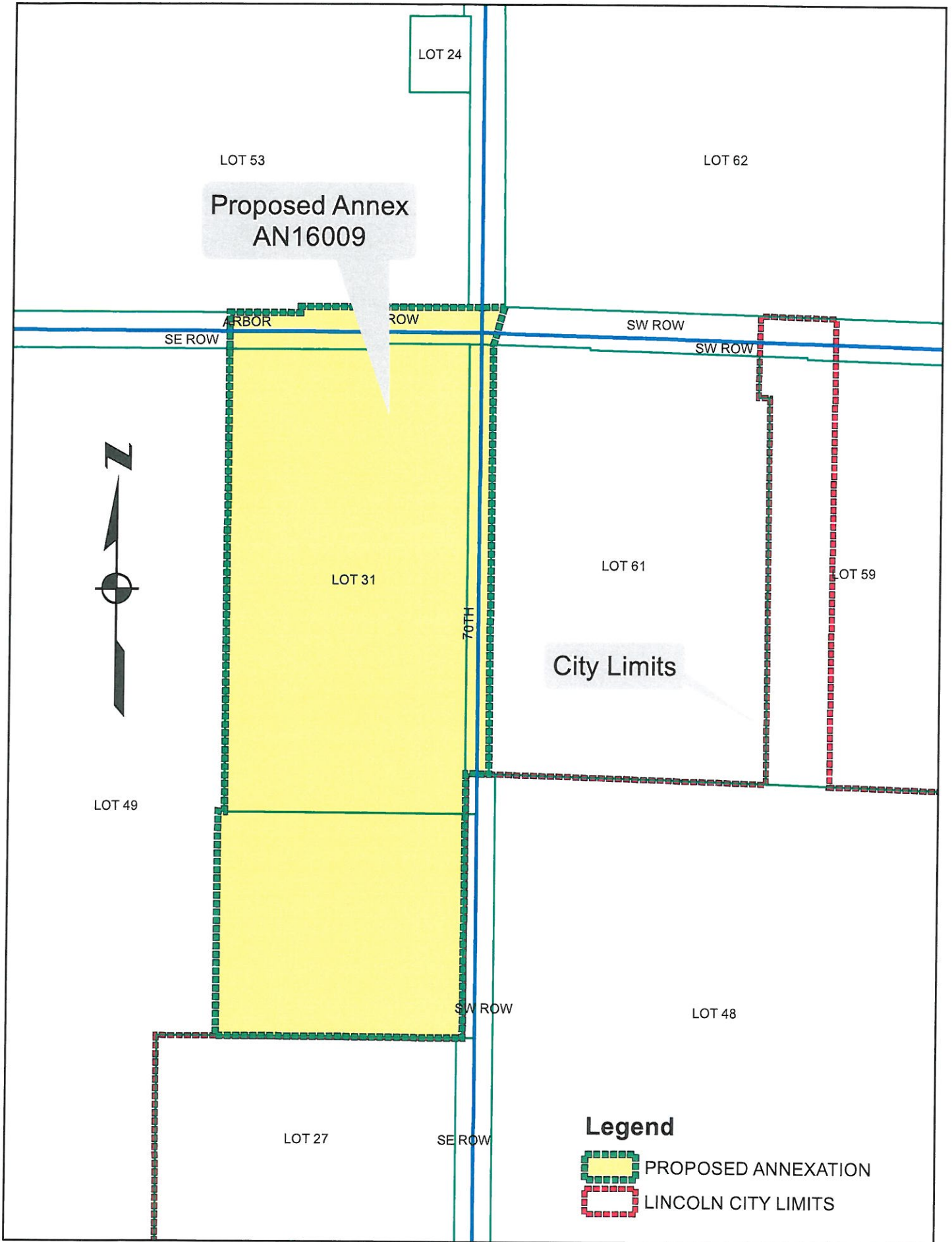
Jill D. Schuerman
Notary Public

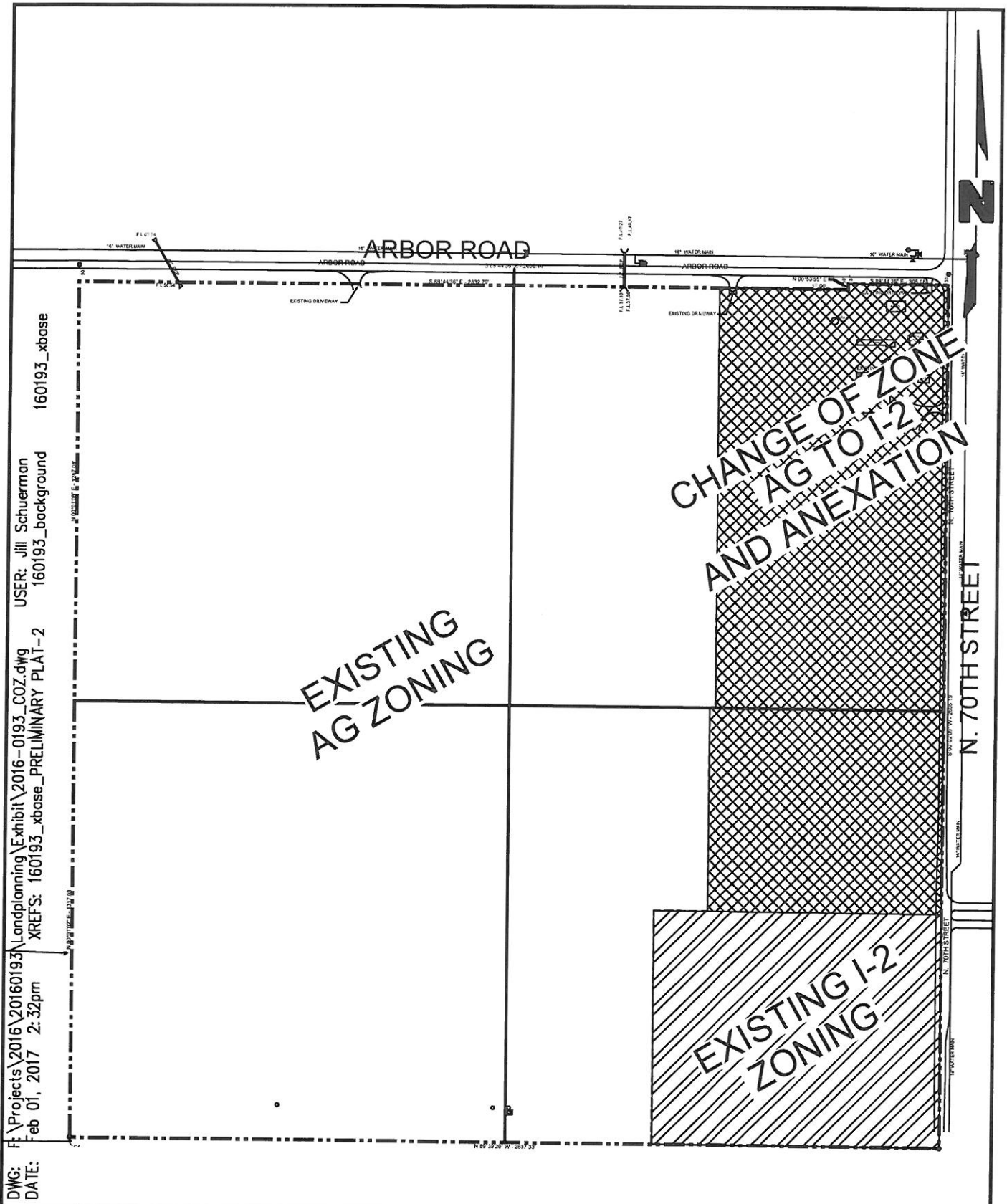
STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 9th day of March, 2017, by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Monet McCullen
Notary Public





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 USER: Jill Schuerman
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 160193_background
 XREFS: 160193_xbase_PRELIMINARY PLAT-2
 DWG: 160193_xbase
 DATE: 02/01/2017 2:32pm

drawn by: jds
 checked by: -
 project no.: 2016-0193
 date: 02/01/2017

CHANGE OF ZONE EXHIBIT
ROGGE SQUARE
LINCOLN, NEBRASKA

Civil Design Group, Inc.
 8535 EXECUTIVE WOODS, DR., SUITE 200
 Lincoln, Nebraska 68512
 Ph. 402-434-8494 Fax 866-215-8747
 www.civilidg.com

CONSULTING ENGINEERS • LAND USE PLANNERS
 CIVIL DESIGN • SITE DEVELOPMENT • PLANNING AND ZONING

EXHIBIT
1 OF 2

CHANGE OF ZONE & ANNEXATION LEGAL DESCRIPTION: AG TO I-2

A LEGAL DESCRIPTION OF A TRACT OF LAND COMPOSED OF A PART OF LOT 31 AND A PART OF LOT 49 OF IRREGULAR TRACTS, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 7 EAST, OF THE 6TH P.M., LINCOLN, LANCASTER COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 31 OF IRREGULAR TRACTS, SAID POINT BEING ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, SAID POINT ALSO BEING ON THE SOUTHERLY 33.00' RIGHT-OF-WAY LINE OF ARBOR RD., THENCE SOUTHERLY ON THE EAST LINE OF LOT 31, THE MOST EASTERLY LINE OF LOT 49, THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 28, AND ON AN ASSUMED BEARING OF S 00°02'09" W FOR A DISTANCE OF 1900.01' TO A POINT ON THE NORTH LINE OF LOT 27 IRREGULAR TRACTS EXTENDED EAST; THENCE N 89°39'20" W ON THE NORTH LINE OF LOT 27 IRREGULAR TRACTS EXTENDED EAST FOR A DISTANCE OF 711.16'; THENCE N 00°02'33" E FOR A DISTANCE OF 613.38'; THENCE S 89°41'58"E FOR A DISTANCE OF 17.75'; THENCE N 00°02'09"E FOR A DISTANCE OF 1268.57'; THENCE S 89°44'36" E ON THE SOUTHERLY 50.00' RIGHT-OF-WAY LINE OF ARBOR RD. FOR A DISTANCE OF 388.00'; THENCE N 00°53'55" E FOR A DISTANCE OF 17.00' TO A POINT ON THE SOUTHERLY 33.00' RIGHT-OF-WAY LINE OF ARBOR RD.; THENCE S 89°44'36" E ON THE SOUTHERLY 33.00' RIGHT-OF-WAY LINE OF ARBOR RD. FOR A DISTANCE OF 305.08' TO THE POINT OF BEGINNING, AND HAVING A CALCULATED AREA OF 30.33 ACRES MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

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 DATE: Feb 01, 2017 2:33pm
 XREFS: 160193_xbase_PRELIMINARY PLAT-2
 USER: Jill Schuerman
 160193_background
 160193_xbase

drawn by:	jds
checked by:	-
project no.:	2016-0193
date:	02/01/2017

**CHANGE OF ZONE EXHIBIT
ROGGE SQUARE
LINCOLN, NEBRASKA**



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EXHIBIT
2 OF 2

