

17R-67

Introduce: 2-27-17

RESOLUTION NO. A- 90328

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

2 That Amendment No. 1 to the Hub Hall Heights Conditional Annexation and Zoning

3 Agreement which is attached hereto, marked as Attachment "A" and made a part hereof by

4 reference, between JLI West, Inc. and the City of Lincoln, Nebraska, to develop the property

5 within the Hub Hall Heights Community Unit Plan and Hub Hall Heights Commercial Center

6 Planned Unit Development with buildable lots adjacent to West Holdrege Street on property

7 generally located northeast of Northwest 48<sup>th</sup> Street and north of Holdrege Street, is hereby

8 approved and the Mayor is authorized to execute the Amendment No. 1 on behalf of the City.

9 BE IT FURTHER RESOLVED that the City Clerk is directed to return one fully executed

10 copy of this Agreement to Rick Peo, Chief Assistant City Attorney, for distribution to JLI West,

11 Inc.

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

13 Agreement to Michaela Dugan, Impact Fee Administrator.

See further Council Proceedings on next page.

Introduced by:

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

Approved as to Form & Legality:

Jeffrey R. Whypatulek  
City Attorney

Approved this 29<sup>th</sup> day of March, 2017:

Mayor

**ADOPTED**  
**MAR 20 2017**  
**BY CITY COUNCIL**

**AMENDMENT NO. 1 TO THE  
HUB HALL HEIGHTS  
CONDITIONAL ANNEXATION AND ZONING AGREEMENT**

This Amendment No. 1 to the Hub Hall Heights Conditional Annexation and Zoning Agreement ("Amendment No. 1") is made and entered into this 15 day of March, 2017, by and between **JLI WEST, INC.**, a Nebraska corporation, successor in interest to Highway 15, Inc., a Nebraska corporation, Hub Hall, an individual, and Charles Gary Gately (collectively "Prior Owner"), hereinafter referred to as "Owner," and the **CITY OF LINCOLN, NEBRASKA**, a municipal corporation, hereinafter referred to as "City."

**RECITALS**

A. Prior Owner and the City previously entered the Hub Hall Heights Conditional Annexation and Zoning Agreement ("Original Agreement") dated June 2, 2003. The agreement provided for the City to annex approximately 142 acres, more or less, of land generally located northeast of Northwest 48<sup>th</sup> Street and north of Holdrege Street to be rezoned from AG Agriculture District to R-3 Residential District to be developed under the Hub Hall Heights Preliminary Plat and Hub Hall Heights Community Unit Development.

B. The Agreement further required the Prior Owner to make certain contributions to the cost of paving West Holdrege Street as a 33-foot wide road and agree that there will be no intersecting street access to West Holdrege Street and no buildable lot will be created abutting West Holdrege Street until such time as West Holdrege Street is paved to City Standards.

C. In 2008 the City Council for the City of Lincoln adopted Ordinance No. 19083 approving Highway 15, Inc.'s request to rezone a portion of Outlot C, Hub Hall Heights 1<sup>st</sup> Addition from R-3 Residential District to B-2 Planned Neighborhood Business District, designating said property as a Planned Unit Development District, and approving the development plan for the Hub Hall Commercial Center Planned Unit Development. Owner is the current owner of said portion of Outlot C, Hub Hall Heights 1<sup>st</sup> Addition.

D. Owner now desires to develop the property within the Hub Hall Heights Community Unit Plan and Hub Hall Commercial Center Planned Unit Development with buildable lots adjacent to West Holdrege Street.

E. West Holdrege Street from Northwest 48<sup>th</sup> Street to Northwest Chitwood Lane is designated as a minor arterial street and as such constitutes an Arterial Street Impact Fee Facility Improvement. The City is responsible for, but does not have funding available to design and construct West Holdrege Street to City standards.

F. Owner has requested the City to amend the Original Agreement to delete obsolete language and allow Owner to build West Holdrege Street from Northwest 48<sup>th</sup> Street to Northwest Chitwood Lane as an Arterial Street Impact Fee Facility Improvement, at owner's own cost and expense, subject to reimbursement from arterial street impact fees collected from development of the property within the Hub Hall Heights Community Unit Plan and the Hub Hall Commercial Center Planned Unit Development ("Directed Arterial Street Impact Fees").

G. The City is willing to amend the Original Agreement as requested subject to the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants and condition below, the parties agree that the Original Agreement be amended as follows:

1. That **Recitals A through H** be deleted in their entirety.
2. That **paragraph 4 B.** be deleted in its entirety.
3. That **paragraph 6** be deleted in its entirety.
4. That a new **paragraph 6** be added to read as follows:

**6. Construction of West Holdrege Street.**

A. Northwest 48<sup>th</sup> Street to Northwest Chitwood Lane. Owner agrees, at its own cost and expense, subject to reimbursement of such costs, as provided below to design, grade, and construct the following improvements to West Holdrege Street from Northwest 48<sup>th</sup> Street to Northwest Chitwood Lane through the City's Executive Order construction process.

- Grade West Holdrege Street as shown on the site plan for the Hub Hall Commercial Center Planned Unit Development. Owner understands that such grading will require the acquisition of a permanent grading and fill easement from the Owner(s) on the south side of West Holdrege Street. Owner agrees to acquire the necessary permanent easement in the name of the City of Lincoln, Nebraska, at owner's

own cost and expense in a form with terms and conditions satisfactory to the City Attorney.

- Construct West Holdrege Street with a taper from its current 48 +/- foot wide four lane section roadway at Northwest 48<sup>th</sup> Street to a two lane section roadway with a 4 foot wide grass or concrete median centered in future full four lane right-of-way width heading east
- The two lane section roadway to consist of one lane in each direction; each lane to be 13 feet wide with a 6 foot shoulder, curb on the side of the lane toward the median, and no curb on the opposite side
- Construct small standard roundabout at West Holdrege and Northwest Chitwood Lane
- Swales may be used for drainage instead of storm sewer (dependent on review of grading and drainage plan)
- No need to provide left or right turn lanes east of the Northwest 48<sup>th</sup> Street intersection taper

The City acknowledges and confirms that the foregoing improvements do not require Owner to dedicate or convey additional right-of-way on the north side of Holdrege due to the absence of turn lanes. Owner understands and agrees that there will be no driveway curb cuts onto West Holdrege Street in this section of West Holdrege Street. Owner further agrees to relinquish direct access to this section of West Holdrege Street in any final plat of property abutting West Holdrege Street.

B. Northwest Chitwood Lane to the east. Owner agrees to construct, at owners own cost and expense, without reimbursement, a paved transition out of roundabout in West Holdrege Street and Northwest Chitwood Lane to the east which is needed for a transition from the new paved portion of West Holdrege Street to the graveled portion of West Holdrege Street.

C. In consideration of the City accepting continued use of the graveled portion of West Holdrege Street. Owner agrees to provide at least a 20 foot wide landscaped outlot adjacent to West Holdrege Street and dedicate West Holdrege Street to its full ROW width. Owner further agrees to be responsible to take appropriate measures to maintain dust control caused by vehicles traveling along the graveled portion of West Holdrege Street abutting the Hub Hall Heights Community Unit Plan and Hub Hall Heights Commercial Center Planned Unit Development in order to prevent clouds of dust from such vehicles that can impair the vision of other drivers and affect the quality of life of nearby residents as dust settles on their homes and parked vehicles. Owner may be relieved and discharged of this responsibility for dust control upon creating in writing of permanent continuous association of property owners who would be responsible for said maintenance obligation provided that such maintenance agreement is incorporated in covenants and restrictions in deeds to the property owners and the documents creating the

association and the restrictive covenants have been reviewed and approved by the City Attorney and filed of record with the Register of Deeds. Owner understands and acknowledges that the City's acceptance of gravel is due to low traffic volumes today and in the future on this segment of West Holdrege and that any future developer to the south may be required to pave this segment depending upon development. The City's acceptance of gravel also acknowledges owner's contribution to paving West Holdrege west of Northwest Chitwood Lane and lack of City funds for additional paving east of Northwest Chitwood Lane.

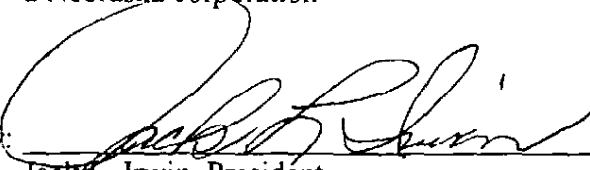
D. City agrees from and after City Council approval of this Amendment No. 1 to reimburse owner for owner's cost to construct the improvements to West Holdrege Street from Northwest 48<sup>th</sup> Street to Northwest Chitwood Lane, without interest, from Directed Arterial Street Impact Fees collected from and after January 1, 2016 against the properties in the Hub Hall Heights Community Unit Plan and Hub Hall Commercial Center Planned Unit Development (collectively "Directed Impact Fee Reimbursement Properties"). The Directed Impact Fee Reimbursement Properties are more particularly described and shown on Exhibit A (CUP) and Exhibit B (PUD), attached hereto and incorporated herein by reference. Reimbursement is subject to the following conditions:

- (1) Reimbursement shall be paid quarterly from Arterial Street Impact Fees actually received from development of the Directed Impact Fee Reimbursement Properties; and
- (2) Any reimbursement to be paid from Arterial Street Impact Fees shall not constitute a general obligation of the City.

5. That **paragraph 8, 9, 10, 21 and 22** be deleted in their entirety.
6. That all other terms and conditions of the Original Agreement shall remain in full force and effect.

Executed by the Owner this 15<sup>th</sup> day of MARCH, 2017.

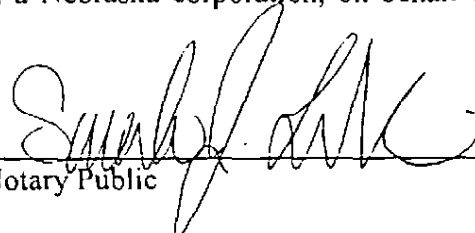
JLI WEST, INC.,  
a Nebraska corporation

By:   
Jack L. Irwin, President

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 15 day of March, 2017, by Jack L. Irwin, President of JLI West, Inc., a Nebraska corporation, on behalf of the corporation.

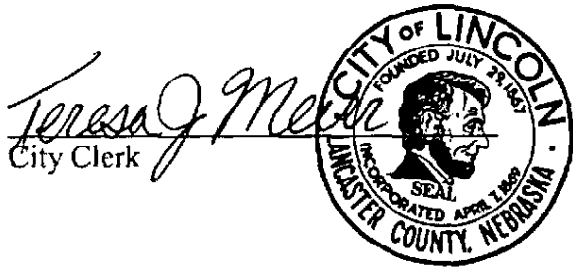


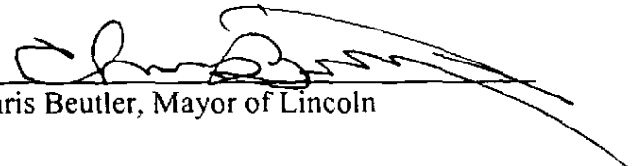
  
Notary Public

Executed by the City this 27<sup>th</sup> day of March, 2017.

ATTEST:

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



By:   
Chris Beutler, Mayor of Lincoln

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 29 day of March, 2017, by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



  
Notary Public

**COMMUNITY UNIT PLAN  
LEGAL DESCRIPTION:**

Lots 1-8, Block 1, Lots 1-12, Block 2, Lots 1-22, Block 3, Lots 1-16, Block 4, and Outlot 'A', Hub Hall Heights; a portion of Lots 1 and 14, Block 1, Lots 2-13, Block 1, Lots 1-6, Block 2, Lots 1-7, Block 3, Lot 1, Block 5, Lots 1-47, Block 6, Lots 1-9, Block 7, Lots 1-3, Block 8, Lots 1-9 and 12-24, Block 9, Lots 1-7, Block 10, Lots 1-7, Block 11, Lots 1-6, Block 12, Outlots 'A' & 'B', and a portion of the remaining portion of Outlot 'C'; Hub Hall Heights 1st Addition; Lot 1, Block 1, Lots 1-6, Block 2, Lots 1-6, Block 3, and Outlot 'A', Hub Hall Heights 2nd Addition; Lot 1 and Outlot 'A', Hub Hall Heights 3rd Addition; Lots 1 & 2, Hub Hall Heights 4th Addition; Lot 1, Hub Hall Heights 5th Addition; all located in the Southeast Quarter of Section 18, Township 10 North, Range 6 East of the 6th P.M., Lincoln, Lancaster County, Nebraska and wholly described as follows:

Referring to the Southwest corner of the Southeast Quarter of said Section 18; THENCE in a Northerly direction, along the West line of the Southeast Quarter of said Section 18, on an assumed bearing of North 00 degrees 45 minutes 21 seconds West for a distance of 846.58 feet to the Point of Beginning.

THENCE continuing in a Northerly direction, along the West line of the Southeast Quarter of said Section 18, on an assumed bearing of North 00 degrees 45 minutes 21 seconds West for a distance of 1502.37 feet;

THENCE North 88 degrees 49 minutes 52 seconds East, for a distance of 2639.59 feet

THENCE South 00 degrees 50 minutes 46 seconds East, along the East line of the Southeast Quarter of said Section 18, for a distance of 2347.52 feet to the Southeast corner of the Southeast Quarter of said Section 18

THENCE South 88 degrees 48 minutes 02 seconds West, along the South line of the Southeast Quarter of said Section 18, for a distance of 1628.85 feet

THENCE North 01 degrees 11 minutes 58 seconds West, for a distance of 356.31 feet

THENCE South 88 degrees 48 minutes 02 seconds West, for a distance of 60.00 feet

THENCE on a circular curve to the right having a radius of 630.00 feet, a central angle of 01 degrees 54 minutes 05 seconds and whose chord (20.91 feet) bears North 00 degrees 14 minutes 35 seconds West;

THENCE on the arc of said circular curve 20.91 feet;

THENCE North 89 degrees 17 minutes 53 seconds West, for a distance of 120.00 feet

THENCE North 73 degrees 00 minutes 50 seconds West, for a distance of 78.38 feet

THENCE North 84 degrees 18 minutes 00 seconds West, for a distance of 73.59 feet

THENCE North 61 degrees 12 minutes 11 seconds West, for a distance of 241.00 feet

THENCE North 28 degrees 47 minutes 49 seconds East, for a distance of 110.00 feet

THENCE North 61 degrees 12 minutes 11 seconds West, for a distance of 50.00 feet

THENCE South 28 degrees 47 minutes 49 seconds West, for a distance of 110.00 feet

THENCE North 61 degrees 12 minutes 11 seconds West, for a distance of 247.85 feet

THENCE North 30 degrees 02 minutes 26 seconds West, for a distance of 86.46 feet

THENCE North 35 degrees 50 minutes 24 seconds West, for a distance of 86.53 feet

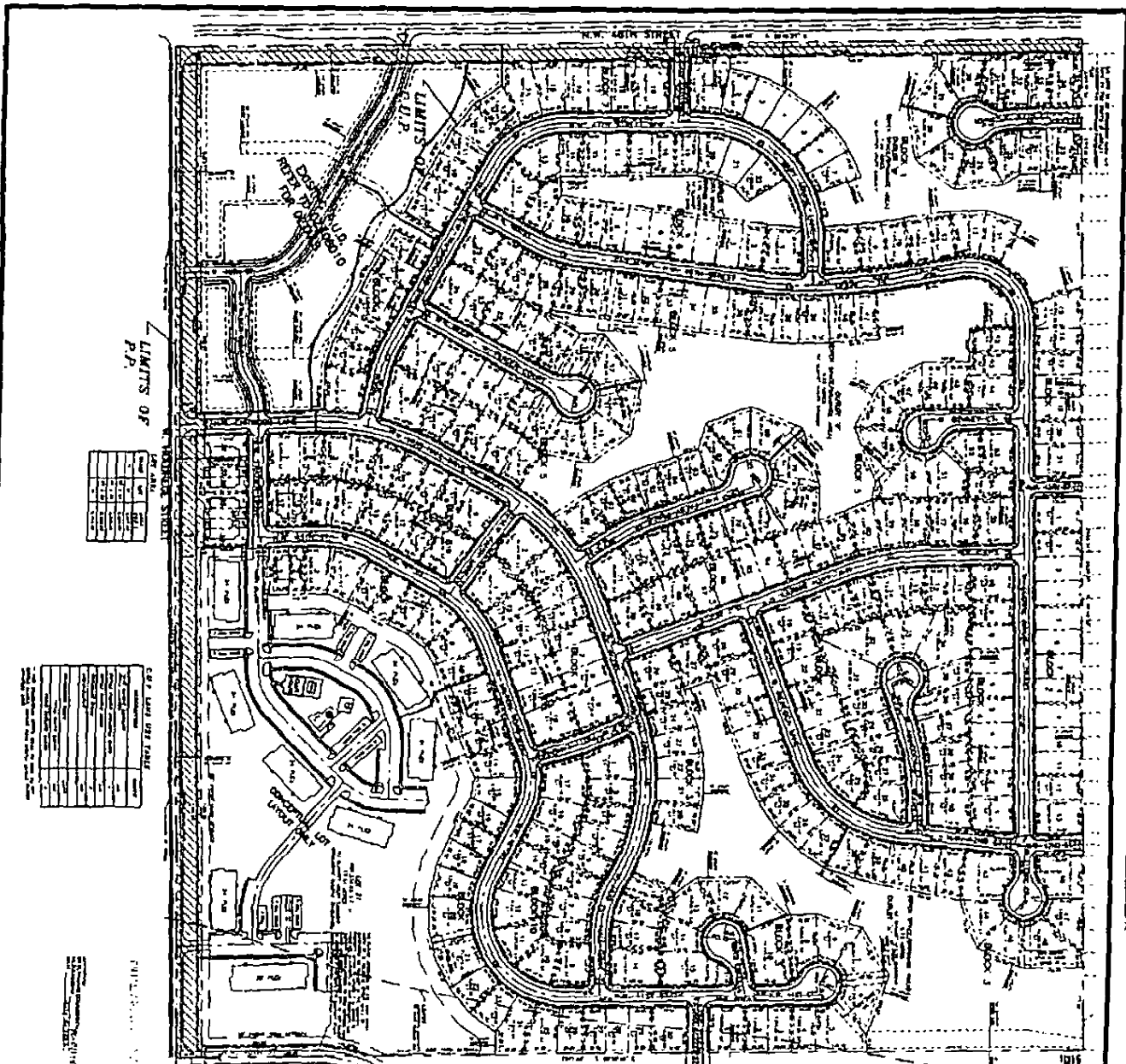
THENCE South 89 degrees 14 minutes 39 seconds West, for a distance of 109.34 feet to the Point of Beginning

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 5,615,329.02 square feet or 128.91 acres.

SPECIAL PERMIT 1995A  
HUB HALL HEIGHTS CUP

Outlot A, Hub Hall Heights 3rd Addition, is now known as Lots 1-6, Block 1, Lots 1-2, Block 2, and Lots 1-7, Block 3, Hub Hall Heights 7th Addition, and Lots 1-6, Block 1, Lots 1-10, Block 2, and Outlot A, Hub Hall Heights 9th Addition.



**LIMITS OF P.P.**

NO. 1	10.0
NO. 2	10.0
NO. 3	10.0
NO. 4	10.0
NO. 5	10.0
NO. 6	10.0

**EST. LAND USE TABLE**

Area	Use	Area	Use	Area	Use	Area	Use
100,000 sq. ft.	Single-Family Residential	50,000 sq. ft.	Office	50,000 sq. ft.	Retail	50,000 sq. ft.	Industrial
100,000 sq. ft.	Medium-Density Residential	50,000 sq. ft.	Community Center	50,000 sq. ft.	Public Administration	50,000 sq. ft.	Warehousing
100,000 sq. ft.	High-Density Residential	50,000 sq. ft.	Library	50,000 sq. ft.	Health Care	50,000 sq. ft.	Manufacturing
100,000 sq. ft.	Commercial Office	50,000 sq. ft.	Elementary School	50,000 sq. ft.	Hotel/Motel	50,000 sq. ft.	Automotive
100,000 sq. ft.	Restaurant	50,000 sq. ft.	Senior Center	50,000 sq. ft.	Convention Center	50,000 sq. ft.	Storage

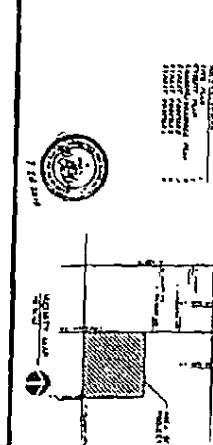
- EXISTING UTILITIES**
- Water Main
  - Sewer Main
  - Gas Main
  - Electric Main
  - Telephone Main
  - Storm Sewer
- PROPOSED UTILITIES**
- Water Main
  - Sewer Main
  - Gas Main
  - Electric Main
  - Telephone Main
  - Storm Sewer
- CONTRACTOR NOTES**
- Verify all utility locations and depths before construction.
  - Protect existing utilities during all site work.
  - Obtain all necessary permits for utility work.
  - Coordinate utility work with other site activities.

**PERMITTED SPECIAL PERMITS:**

- Signage
- Lighting
- Decorative Structures
- Obscure Signs
- Off-Post Signs
- Professional Signs
- Professional Signs - Signs on Buildings
- Professional Signs - Signs on Signs
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**PROPOSED LAND USES**

100,000 sq. ft.	Office
100,000 sq. ft.	Retail
100,000 sq. ft.	Community Center
100,000 sq. ft.	Public Administration
100,000 sq. ft.	Health Care
100,000 sq. ft.	Hotel/Motel
100,000 sq. ft.	Convention Center
100,000 sq. ft.	Warehousing
100,000 sq. ft.	Manufacturing
100,000 sq. ft.	Automotive
100,000 sq. ft.	Storage



SITE PLAN  
1 OF 6

**HUB HALL HEIGHTS  
COMMUNITY UNIT PLAN/SPECIAL PERMIT #1995A**

PRELIMINARY PLAN #02025  
N.W. 48TH STREET & W. HOLDREGE STREET

**ES.P.**  
CONSULTING ENGINEERS

4810 N. W. 48th Street  
Suite 200  
Westland, MI 48180  
481-798-1111

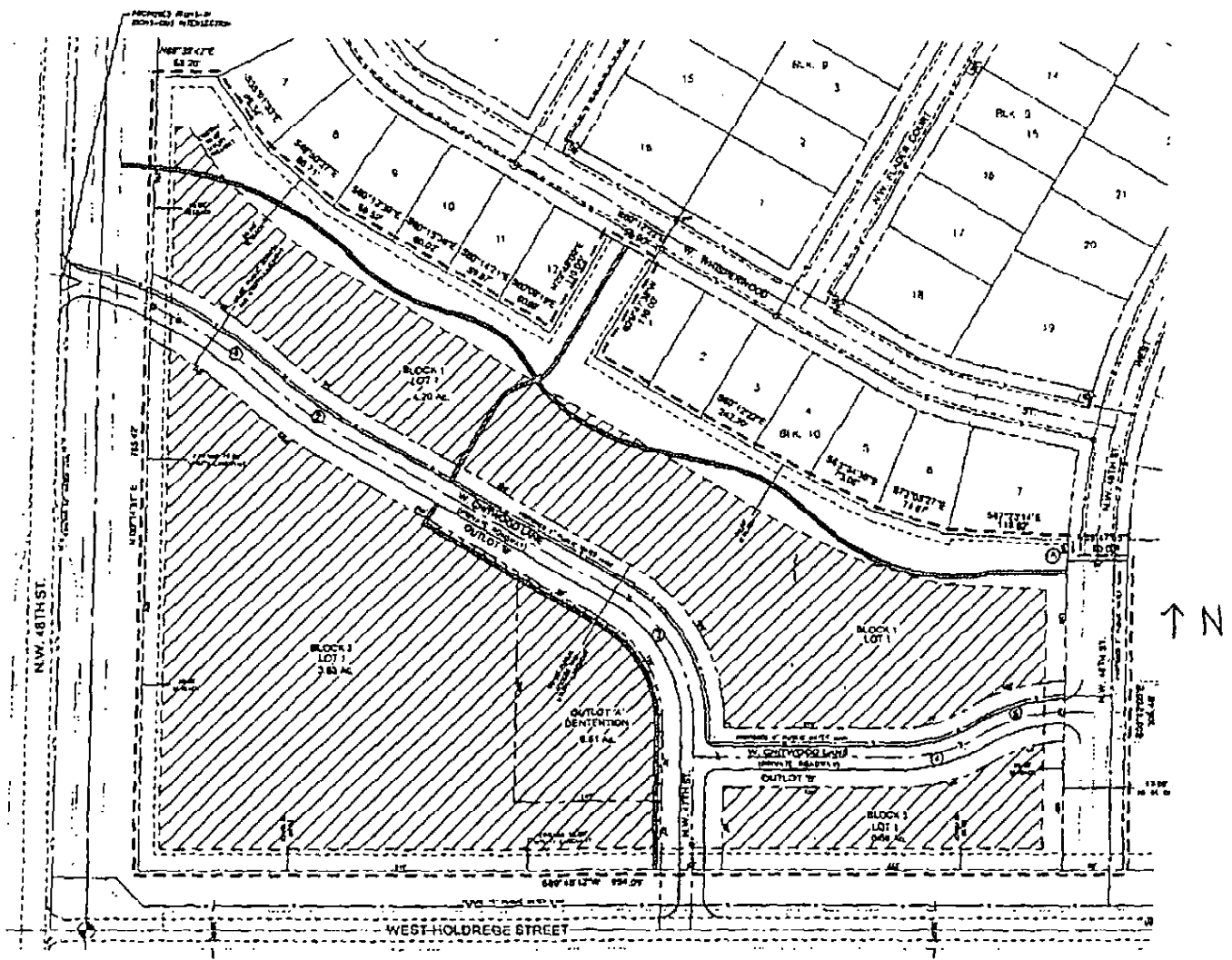


## LEGAL DESCRIPTION

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF OUTLOT "C", HUB HALL HEIGHTS 1<sup>ST</sup> ADDITION, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE <sup>SW</sup>SOUTHEAST CORNER OF SAID OUTLOT "C", SAID POINT BEING 60.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER, AND 50.00 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST QUARTER, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTHERLY ALONG THE WEST LINE OF SAID OUTLOT "C", SAID LINE BEING THE EAST LINE OF NORTH WEST 48<sup>TH</sup> STREET RIGHT-OF-WAY, SAID LINE ALSO BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER ON AN ASSUMED BEARING OF NORTH 00 DEGREES 14 MINUTES 31 SECONDS EAST, A DISTANCE OF 785.42 FEET TO A NORTHWEST CORNER OF SAID OUTLOT "C"; THENCE NORTH 89 DEGREES 39 MINUTES 42 SECONDS EAST ALONG A NORTH LINE OF SAID OUTLOT "C", A DISTANCE OF 59.20 FEET TO A POINT; THENCE SOUTH 35 DEGREES 01 MINUTES 34 SECONDS EAST ALONG A NORTHEAST LINE OF SAID OUTLOT "C", A DISTANCE OF 86.34 FEET TO A POINT; THENCE SOUTH 48 DEGREES 50 MINUTES 27 SECONDS EAST ALONG A NORTHEAST LINE OF SAID OUTLOT "C", A DISTANCE OF 86.71 FEET TO A POINT; THENCE SOUTH 60 DEGREES 13 MINUTES 39 SECONDS EAST ALONG A NORTHEAST LINE OF SAID OUTLOT "C", A DISTANCE OF 66.59 FEET TO A POINT; THENCE SOUTH 60 DEGREES 15 MINUTES 36 SECONDS EAST ALONG A NORTHEAST LINE OF SAID OUTLOT "C", A DISTANCE OF 60.02 FEET TO A POINT; THENCE SOUTH 60 DEGREES 14 MINUTES 21 SECONDS EAST ALONG A NORTHEAST LINE OF SAID OUTLOT "C", A DISTANCE OF 59.97 FEET TO A POINT; THENCE SOUTH 60 DEGREES 09 MINUTES 19 SECONDS EAST ALONG A NORTHEAST LINE OF SAID OUTLOT "C", A DISTANCE OF 60.96 FEET TO A POINT; THENCE NORTH 29 DEGREES 48 MINUTES 09 SECONDS EAST ALONG A NORTHWEST LINE OF SAID OUTLOT "C", A DISTANCE OF 110.05 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF WHISPERWOOD STREET RIGH-OF-WAY; THENCE SOUTH 60 DEGREES 12 MINUTES 22 SECONDS EAST ALONG A NORTHEAST LINE OF SAID OUTLOT "C", SAID LINE BEING A SOUTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 50.90 FEET TO A POINT; THENCE SOUTH 29 DEGREES 47 MINUTES 38 SECONDS WEST ALONG A SOUTHEAST LINE OF SAID OUTLOT "C", A DISTANCE OF 110.00 FEET TO A POINT; THENCE SOUTH 60 DEGREES 12 MINUTES 22 SECONDS EAST ALONG A NORTHEAST LINE OF SAID OUTLOT "C", A DISTANCE OF 242.20 FEET TO A POINT; THENCE SOUTH

63 DEGREES 34 MINUTES 37 SECONDS EAST ALONG A NORTHEAST LINE OF SAID OUTLOT "C", A DISTANCE OF 73.06 FEET TO A POINT; THENCE SOUTH 73 DEGREES 05 MINUTES 27 SECONDS EAST ALONG A NORTHEAST LINE OF SAID OUTLOT "C", A DISTANCE OF 74.97 FEET TO A POINT; THENCE SOUTH 87 DEGREES 23 MINUTES 14 SECONDS EAST ALONG A NORTH LINE OF SAID OUTLOT "C", A DISTANCE OF 119.62 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF CHITWOOD RIGHT-OF-WAY, SAID POINT BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 01 DEGREES 49 MINUTES 39 SECONDS, AN ARC DISTANCE OF 20.09 FEET ALONG A EAST LINE OF SAID OUTLOT "C", SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A TANGENT LENGTH OF 10.05 FEET, A CHORD BEARING OF SOUTH 00 DEGREES 42 MINUTES 44 SECONDS WEST, AND A CHORD DISTANCE OF 20.09 FEET TO A POINT; THENCE NORTH 89 DEGREES 47 MINUTES 55 SECONDS EAST ALONG A NORTH LINE OF SAID OUTLOT "C", SAID LINE BEING A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 60.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 12 MINUTES 05 SECONDS EAST, A DISTANCE OF 306.48 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID OUTLOT "C", SAID POINT BEING ON THE NORTH LINE OF WEST HOLDREGE STREET RIGHT-OF-WAY; THENCE SOUTH 89 DEGREES 48 MINUTES 12 SECONDS WEST ALONG A SOUTH LINE OF SAID OUTLOT "C", SAID LINE BEING A NORTH LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 60.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 964.09 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 487,212.72 SQUARE FEET OR 11.18 ACRES, MORE OR LESS.



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