



21R-32

Introduce: 1-25-21

RESOLUTION NO. A- 92587


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

2 That the Conditional Zoning Agreement and Annexation Agreement, which is attached
3 hereto marked as Attachment "A" and made a part hereof by reference between the City of Lincoln
4 and Camping World, to annex approximately 2.70 acres on the property generally located at
5 approximately N. 64th Street and Arbor Road and re-zoning 17.69 acres of property from AG
6 Agricultural District to H-4 General Commercial District as set forth in the agreement is hereby
7 approved and the Mayor is authorized to execute the Conditional Zoning and Annexation
8 Agreement on behalf of the City.

9 BE IT FURTHER RESOLVED that the City Clerk is directed to return one original fully
10 executed copy of this Agreement to the Planning Department for distribution to the parties.


11 BE IT FURTHER RESOLVED that the City Clerk is directed to record the Conditional
12 Zoning and Annexation Agreement with the Register of Deeds, filing fees to be paid in advance
13 by Camping World.

Introduced by:




AYES: Bowers, Christensen, Raybould, Shobe,
Ward, Washington; NAYS: None; ABSENT:
Meginnis.

Approved as to Form & Legality:



City Attorney

Approved this 1st day of MARCH, 2021:


Mayor

ADOPTED

FEB 22 2021

BY CITY COUNCIL

**CONDITIONAL ZONING AND ANNEXATION AGREEMENT
FOR
CAMPING WORLD LINCOLN**

This Conditional Zoning and Annexation Agreement for Camping World Lincoln (“Agreement”) is made and entered into as of the date of execution by the last signatory hereto as indicated below by and between the **City of Lincoln, Nebraska**, a municipal corporation (“City”), **JACK AND MARIE HERBERT**, Husband and Wife, (“Property Owners”), and Derrick Matter (“Developer”).

RECITALS

1. The Property Owners are the owners of the real estate legally described on Exhibit “A” (the “Property”). The Property is generally located at North 64th Street and Arbor Road, Lincoln, Nebraska. Developer intends to develop the site. The City, Property Owners, and Developer desire to cause the urban development of the Property.
2. The Property is shown as Tier 1, Priority B (2040) on the 2040 Priority Growth Areas (Map 1.3 Growth Tiers with Priority Areas) in the Lincoln City-Lancaster County Comprehensive Plan.
3. The City, Property Owners, and Developer desire that the part of the Property not presently within City of Lincoln boundaries be annexed pursuant to this Agreement. That portion of the Property to be annexed is legally described and shown on Exhibit “B” (AN20015).
4. Property Owners and Developer have requested that the City rezone from AG Agricultural District to H-4 Highway Commercial District that portion of the Property legally described and shown on Exhibit “A” (CZ20037).
5. AN20015 and CZ20037 are collectively the “Governmental Actions”.

6. The City as a condition of approving the Governmental Actions desires an agreement with the Property Owners and Developer to be assured that the developed site will have an access point at a certain location, turn lanes, and a final plat. Property Owners and Developer represent to the City that, in consideration of the City approving the Governmental Actions, the Property Owners and Developer would enter into an agreement with the City to develop the Property subject to the terms and conditions listed below.

TERMS AND CONDITIONS

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. Property Owners and Developer agree:
 - a. To design and construct one access point to the Property at Arbor Road, to be located at North 64th Street on the western boundary of the Property. Said access point shall align with the access point on the south side of Arbor Road as shown on the Rogge Square Preliminary Plat #16005.
 - b. To design and construct right and left turn lanes at the North 64th Street access point described in subsection (a) above to the satisfaction of Lincoln Transportation and Utilities Department (LTU).
 - c. To submit and receive City approval of a final plat which conforms to Camping World Preliminary Plat #20005.
3. Property Owners and Developer agree and acknowledge that City will not issue full building permits for the property until all conditions in subsection (2) above are satisfied. City may issue a limited footings and foundations permit when an Executive Order is approved for construction of the turn lane.

4. **Contribution to Rural Fire District.** Property Owner understands and acknowledges that the City's annexation of the Property or any portion thereof lying within the boundaries of the Waverly Rural Fire Protection District ("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 Property or portion thereof being annexed. As of the date of execution of this Agreement, no contribution to the District is expected.
5. **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.
6. **Amendments.** This Agreement may only be amended or modified in writing signed by the parties hereto.
7. **Governing Law.** All aspects of this Agreement shall be governed by the laws of the State of Nebraska.
8. **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.
9. **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.

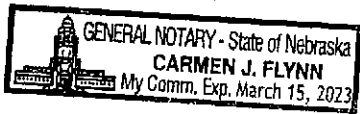
IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date and year first above written.

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

By: Leirion Gaylor Baird
Leirion Gaylor Baird, Mayor of Lincoln

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 1st day of March, 2021, by Leirion Gaylor Baird, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Carmen J. Flynn
Notary Public

PROPERTY OWNERS,

By: Jack Herbert
Jack Herbert, Husband

By: Marie Herbert
Marie Herbert, Wife

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

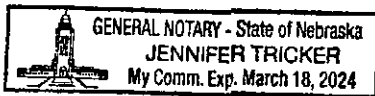
The foregoing instrument was acknowledged before me this 14th day of January, 2021, by Jack Herbert.



Jennifer Tricker
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 14th day of January, 2021, by Marie Herbert.



Jennifer Tricker
Notary Public

DEVELOPER,

By: *Derrick Matter*
Derrick Matter

STATE OF IL)
) ss.
COUNTY OF Lake)

The foregoing instrument was acknowledged before me this 30th day of December, 2020 by Derrick Matter.



Tricia A. Mollen
Notary Public

LEGAL DESCRIPTION
EXHIBIT "A" – THE PROPERTY AND CHANGE OF ZONE #20037

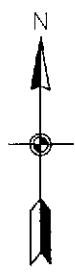
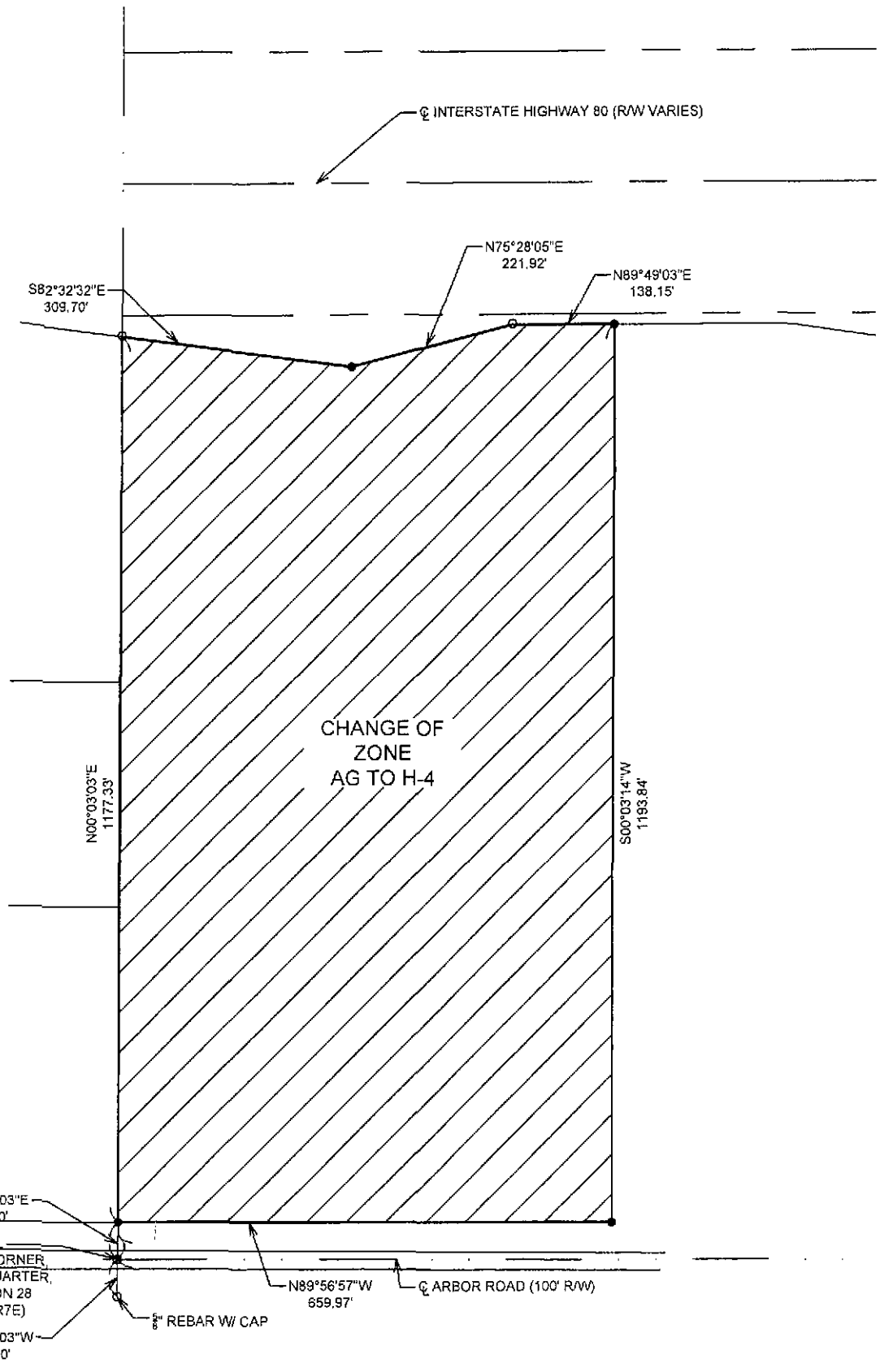
A TRACT OF LAND COMPRISED OF A PORTION OF LOT 53, I.T., LOCATED IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 7 EAST OF THE 6TH P.M. LANCASTER COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE $N00^{\circ}03'03''E$ ON THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ARBOR ROAD, AS NOW ESTABLISHED, SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE $N00^{\circ}03'03''E$ CONTINUING ON THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 1177.33 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 80, AS NOW ESTABLISHED; THENCE $S82^{\circ}32'32''E$ ON SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 309.70 FEET; THENCE $N75^{\circ}28'05''E$ CONTINUING ON SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 221.92 FEET; THENCE $N89^{\circ}49'03''E$ CONTINUING ON SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 138.15 FEET; THENCE $S00^{\circ}03'14''W$ A DISTANCE OF 1193.84 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID ARBOR ROAD; THENCE $N89^{\circ}56'57''W$ ON SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 659.97 FEET TO THE POINT OF BEGINNING. CONTAINS 770,573 SQUARE FEET OR 17.69 ACRES, MORE OR LESS.

**EXHIBIT "B" - LEGAL DESCRIPTION
ANNEXATION #20015**

A TRACT OF LAND COMPRISED OF A PORTION OF LOT 53, I.T., LOCATED IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 7 EAST OF THE 6TH P.M. LANCASTER COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE N00°03'03"E ON THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 1039.05 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE N00°03'03"E CONTINUING ON THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 188.28 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 80, AS NOW ESTABLISHED; THENCE S82°32'32"E ON SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 309.70 FEET; THENCE N75°28'05"E CONTINUING ON SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 221.92 FEET; THENCE N89°49'03"E CONTINUING ON SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 138.15 FEET; THENCE S00°03'14"W A DISTANCE OF 204.83 FEET; THENCE N89°56'46"W A DISTANCE OF 660.02 FEET TO THE POINT OF BEGINNING. CONTAINS 117,818 SQUARE FEET OR 2.70 ACRES, MORE OR LESS.



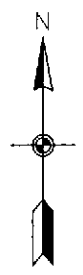
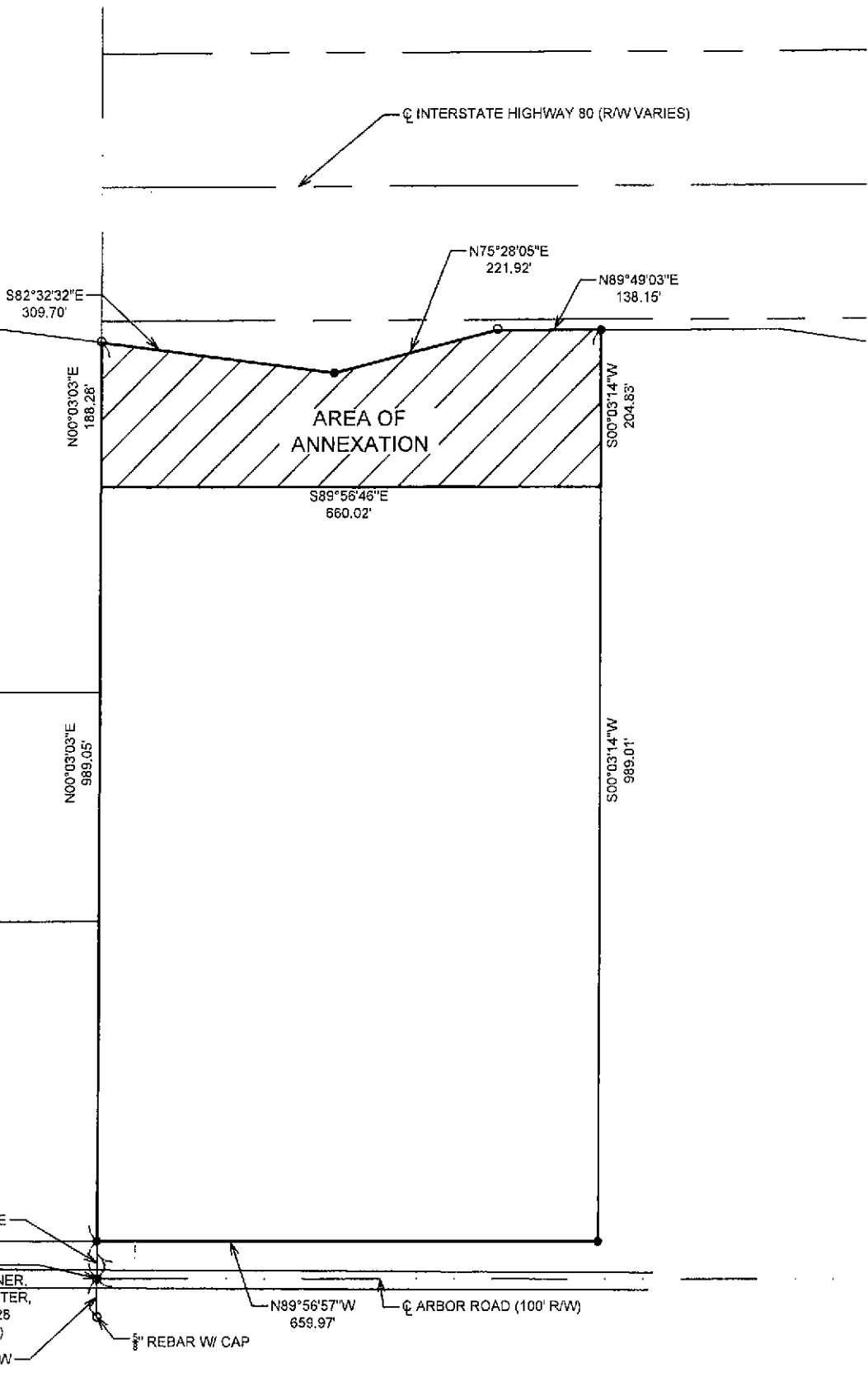
SCALE: 1" = 200'

CHANGE OF ZONE EXHIBIT
 CAMPING WORLD
 LINCOLN, NEBRASKA



PHILLIP LEWIS ENGINEERING, INC.
 Structural + Civil Consultants
 23620 Interstate 30 | Bryant, Arkansas
 PH: 501-350-9840

PROJECT #: AN20015
 DATE: 01-21-2021
 SHEET 1 OF 2



SCALE: 1"= 200'

ANNEXATION
CAMPING WORLD
LINCOLN, NEBRASKA



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PROJECT #: AN20015
 DATE: 01-21-2021
 SHEET 2 OF 2