



A93773

22R-596

Introduce: 12-12-22

RESOLUTION NO. A- 93773

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

That the Conditional Zoning and Annexation Agreement for Lincoln Logistics which is attached hereto, marked as Attachment "A", and made a part hereof by reference, between the City of Lincoln, and Lancaster Logistics Hub, LLC., dba Lincoln Logistics Hub ("Developer") for annexing the property generally located adjacent to the south side of Arbor Road extending from approximately N. 63rd Street to approximately N. 68th Street and re-zoning the property from AG Agricultural District to I-2 Industrial District, as set forth in the Agreement, in order to facilitate development of the property is hereby approved and the Mayor is authorized to execute the Conditional Zoning and Annexation Agreement on behalf of the City.

BE IT RESOLVED that the City Clerk is directed to return one fully-executed copy of this Agreement to Tim Sieh, Assistant City Attorney, for distribution to the Developer.

BE IT FURTHER RESOLVED that the City Clerk is directed to file the Conditional Zoning and Annexation Agreement for Lincoln Logistics with the Lancaster County Register of Deeds with the recording fees to be paid in advance by the Developer.

BE IT FURTHER RESOLVED that the City Clerk is directed to forward a copy of this Agreement to Michaela Dugan, Impact Fee Administrator.

Introduced by:

Edward May

Approved as to Form & Legality:

Chance Smith
City Attorney

AYES: Beckius, Bowers, Meginnis, Shobe, Ward, Washington; NAYS: None.

Approved this 13th day of Jan, 2022.

Steven Taylor Baird
Mayor

ADOPTED

JAN 09 2023

BY CITY COUNCIL

**CONDITIONAL ZONING AND ANNEXATION AGREEMENT
FOR
LINCOLN LOGISTICS**

This Conditional Zoning and Annexation Agreement for Lincoln Logistics Project (“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”), and **Lancaster Logistics Hub, LLC**, a Nebraska limited liability company, dba Lincoln Logistics Hub (“Property Owner”).

RECITALS

1. The Property Owner is the owner of the real estate legally described and shown on Exhibit “A” (the “Property”). The Property is generally located adjacent to the south side of Arbor Road extending from approximately North 63rd Street to approximately N. 68th Street, Lincoln, Nebraska. Property Owner intends to develop the site. The City and Property Owner desire to cause the urban development of the Property.
2. The Property is shown as Tier 1, Priority A on the 2050 Priority Growth Areas (Figure GF.c: Priority Growth Areas) in the Lincoln City-Lancaster County Comprehensive Plan.
3. The City and Property Owner desire that the Property be annexed pursuant to the conditions stated in this Agreement.
4. Property Owner has requested that the City rezone a portion of the Property from AG Agricultural District to I-2 Industrial District the Property (CZ22005). The area of rezoning to be considered with this Agreement is legally described and shown on Exhibit “B”, attached hereto.
5. AN22003 and CZ22005 are collectively the “Governmental Actions”.

6. The City as a condition of approving the Governmental Actions desires an agreement with the Property Owner to be assured that the developed site will have access points at certain locations along with appropriate turn lanes, and a final plat. Property Owner represents to the City that, in consideration of the City approving the Governmental Actions, the Property Owner 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 Owner agrees as follows:
 - a. To design and construct one access point to the Property from Arbor Road generally located at the western boundary of the property as shown on Exhibit "C", attached hereto. Property Owner shall design and construct an eastbound to southbound right turn lane as shown on Exhibit "C" in conjunction with said access point ("West Access Improvements"). Property Owner shall design and construct the West Access Improvements at Property Owner's cost and expense through the City's executive order construction process. Said access point shall align with the access point on the north side of Arbor Road as shown on (Camping World) Preliminary Plat #20005. The West Access Improvements shall be required at such time as the Property Owner submits and has approved a final plat for the Property that shows access being taken to Arbor Road.

- b. To design and construct a second access point to the Property from Arbor Road towards the eastern boundary of the Property at the location shown on Exhibit "C". Property Owner shall design and construct an eastbound to southbound right turn lane as shown on Exhibit "C" in conjunction with said access point ("East Access Improvements"). Property Owner shall design and construct said East Access Improvements at its cost and expense through the City's executive order construction process. Said access point shall align with the access point on the north side of Arbor Road as shown on (Central Lumber) Preliminary Plat #21004. The East Access Improvements shall be required at such time as the Property Owner submits and has approved a final plat for the Property that shows access being taken to Arbor Road.
 - c. To design and construct Rogge Road to the Property from N. 70th Street at the location shown on Exhibit "D" with necessary turn lanes in N. 70th Street at such time as the Property Owner submits and has approved a final plat for the Property that shows access from a buildable lot being taken via Rogge Court and Rogge Road to N. 70th Street, if (i) Rogge Road is not already constructed to N. 70th Street, and (ii) there is no alternative public access constructed to the buildable lot from Arbor Road.
3. City and Property Owner agree and acknowledge that this Agreement is intended to supersede the Conditional Annexation and Zoning Agreement (Rogge Square) approved March 6, 2017 by the City Council as Resolution No. A-90298 as it applies to the Property to the extent that said prior agreement is contrary to the terms and conditions stated herein.
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.

(SIGNATURE PAGES TO FOLLOW)

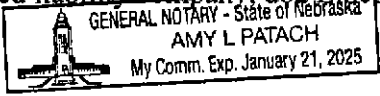
PROPERTY OWNER,

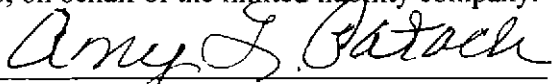
Lancaster Logistics Hub, LLC, a Nebraska limited liability company, ~~dba~~ Lincoln Logistics Hub

By: 
Arun Agarwal, Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF ~~LANCASTER~~ *Douglas* ap)

The foregoing instrument was acknowledged before me this 12th day of DECEMBER, 2022 by Arun Agarwal, Managing Member of **Lancaster Logistics Hub, LLC**, a Nebraska limited liability company, ~~dba~~ Lincoln Logistics Hub, on behalf of the limited liability company.




Notary Public

LEGAL DESCRIPTION
EXHIBIT "A" – THE PROPERTY

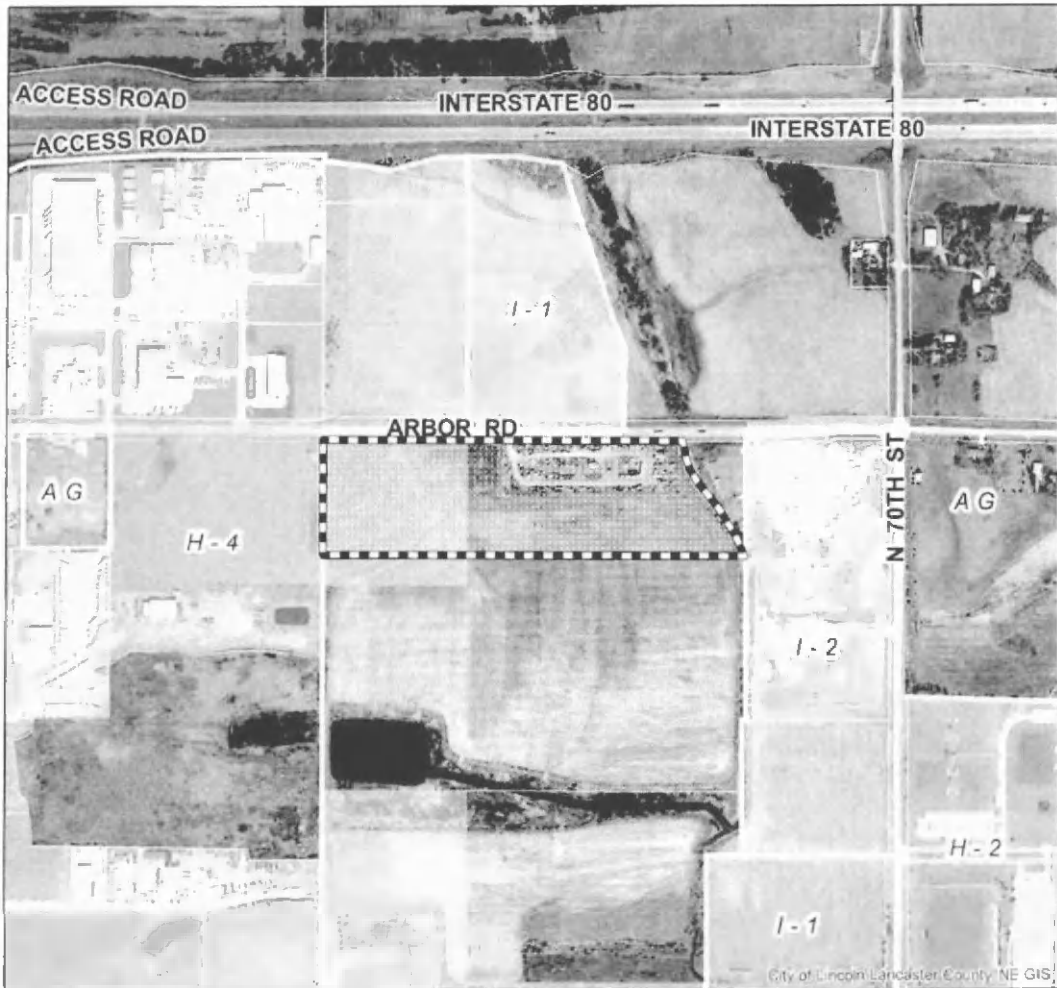
Lot 58, Irregular Tract located in the Southeast Quarter of Section 28, Township 11 North, Range 7 East of the 6th P.M., Lincoln, Lancaster County, Nebraska



EXHIBIT "B" – CHANGE OF ZONE

A legal description of a part of Lot 58 Irregular Tracts and a part of the adjoining Right-of-way of Arbor Road, 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 Northwest Corner of the Southeast Quarter of said Section 28;
Thence East, on the North Line of Southeast Quarter of said Section 28, on an assumed bearing of
S 89°44'36" E for a distance of 1652.22';
Thence S 00°15'27" W for a distance of 50.00' to the Northeast Corner of Lot 58;
Thence on the Easterly Line of Lot 58 the following 6 courses:
S 11°10'42" E for a distance of 83.35';
Thence S 21°39'56" E for a distance of 56.36';
Thence S 32°02'08" E for a distance of 59.59';
Thence S 38°34'52" E for a distance of 157.74';
Thence S 32°11'34" E for a distance of 145.57';
Thence S 24°20'26" E for a distance of 103.64';
Thence N 89°44'36" W, parallel to the North Line of the Southeast Quarter, for a distance of 1939.39' to a point on the West Line of Lot 58, said line also being the West Line of the North Half of the Southeast Quarter; Thence N 00°01'08" E, on the West Line of the North Half of the Southeast Quarter, and on the West Line of Lot 58 and on the West Line of Lot 58 extended North, for a distance of 574.29' to the Point of Beginning, and having a calculated area of 23.38 acres more or less.



Change of Zone #: CZ22005 (AG to I-2)
Lincoln Logistics Hub
N 65th St & Arbor Rd



(McKelvie Rd) 2020 aerial

Zoning:

- R-1 to R-4 Residential District
- AG Agricultural District
- ADR Agricultural-Residential District
- O-1 Office District
- O-2 Suburban Office District
- O-3 Office Park District
- R-1 Residential Transition District
- B-1 Local Business District
- B-2 Planned Neighborhood Business District
- B-3 Commercial District
- B-4 Lincoln Corner Business District
- B-5 Planned Regional Business District
- H-1 Intersite Commercial District
- H-2 Highway Business District
- H-3 Highway Commercial District
- H-4 General Commercial District
- I-1 Industrial District
- I-2 Industrial Park District
- I-3 Employment Center District
- P Professional District

One Square Mile:
 Sec.28 T11N R07E

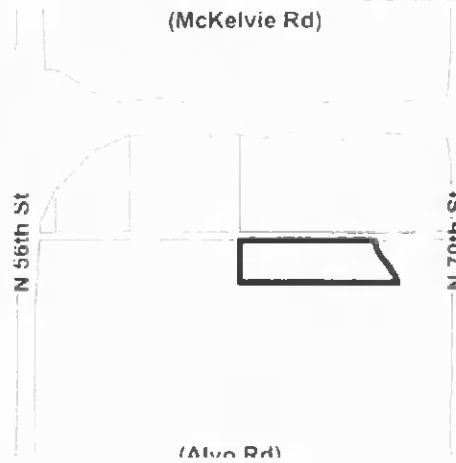
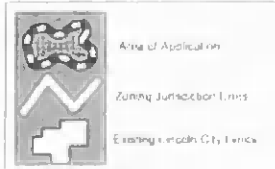


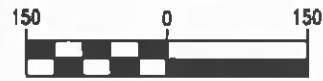
EXHIBIT "C"
ARBOR ROAD INTERSECTION IMPROVEMENTS

SCH~~E~~MMER
Design with Purpose. Build with Confidence.

NAME:	LINCOLN LOGISTICS HUB
TITLE:	ARBOR ROAD IMPROVEMENTS
SHEET:	WEST DECELERATION LANE
DATE:	03/31/2022

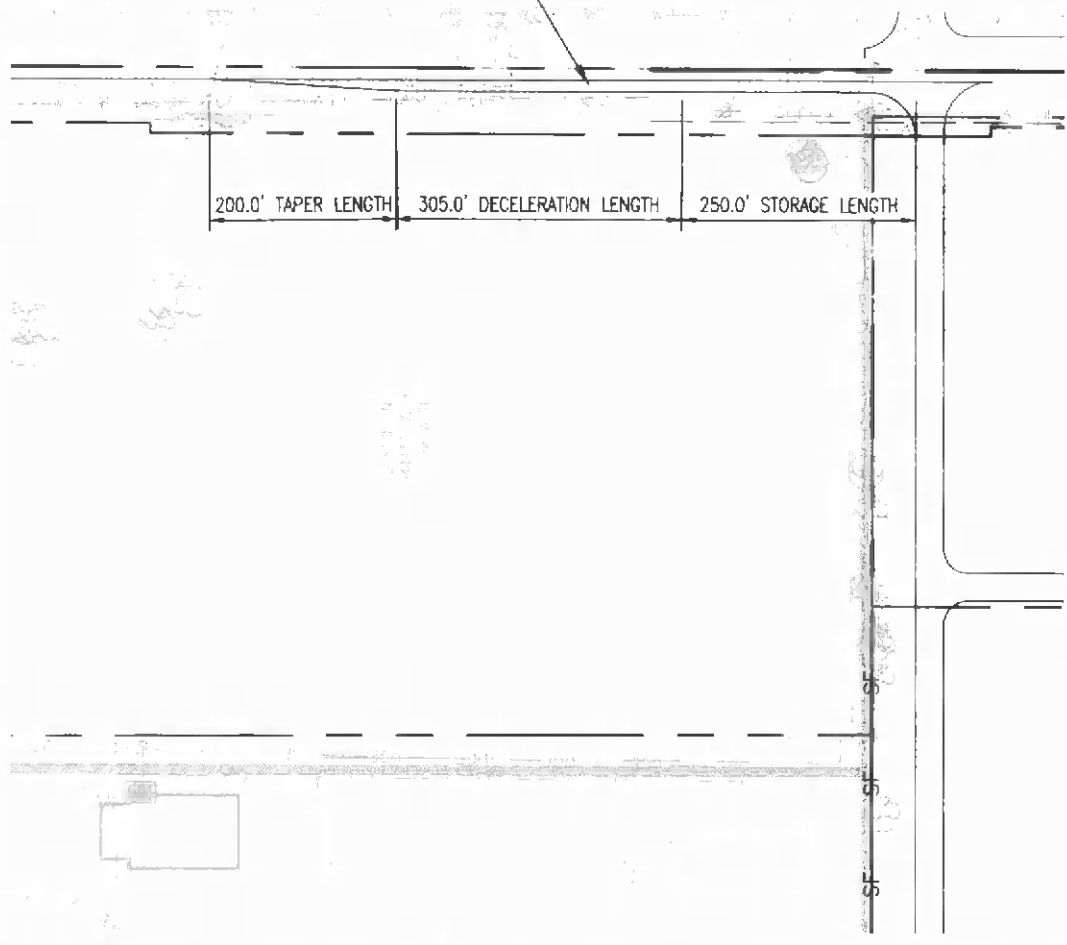


NORTH



1 inch = 150 ft.

PROPOSED DECELERATION LANE



SCHEMMER
Design with Purpose. Build with Confidence.

NAME: LINCOLN LOGISTICS HUB
TITLE: ARBOR ROAD IMPROVEMENTS
SHEET: EAST DECELERATION LANE
DATE: 03/31/2022



NORTH



1 Inch = 150 ft.

PROPOSED DECELERATION LANE

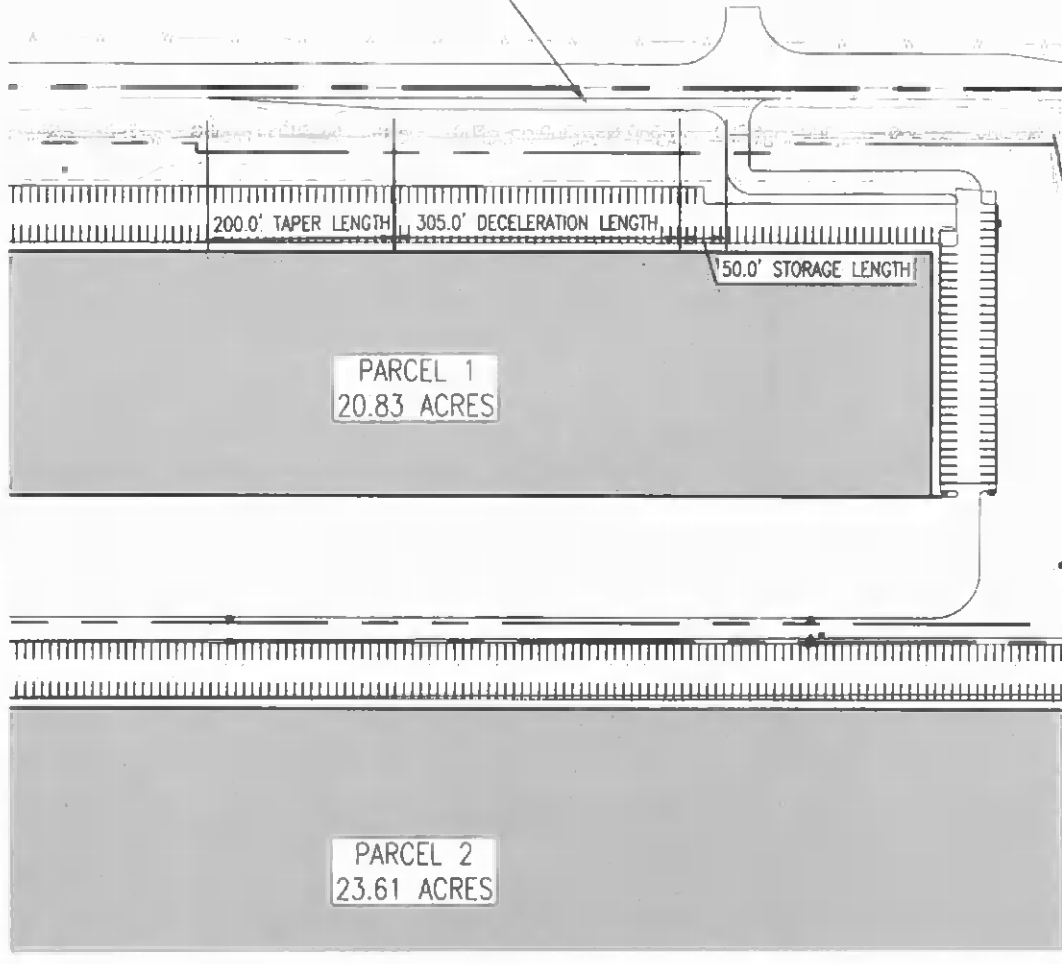
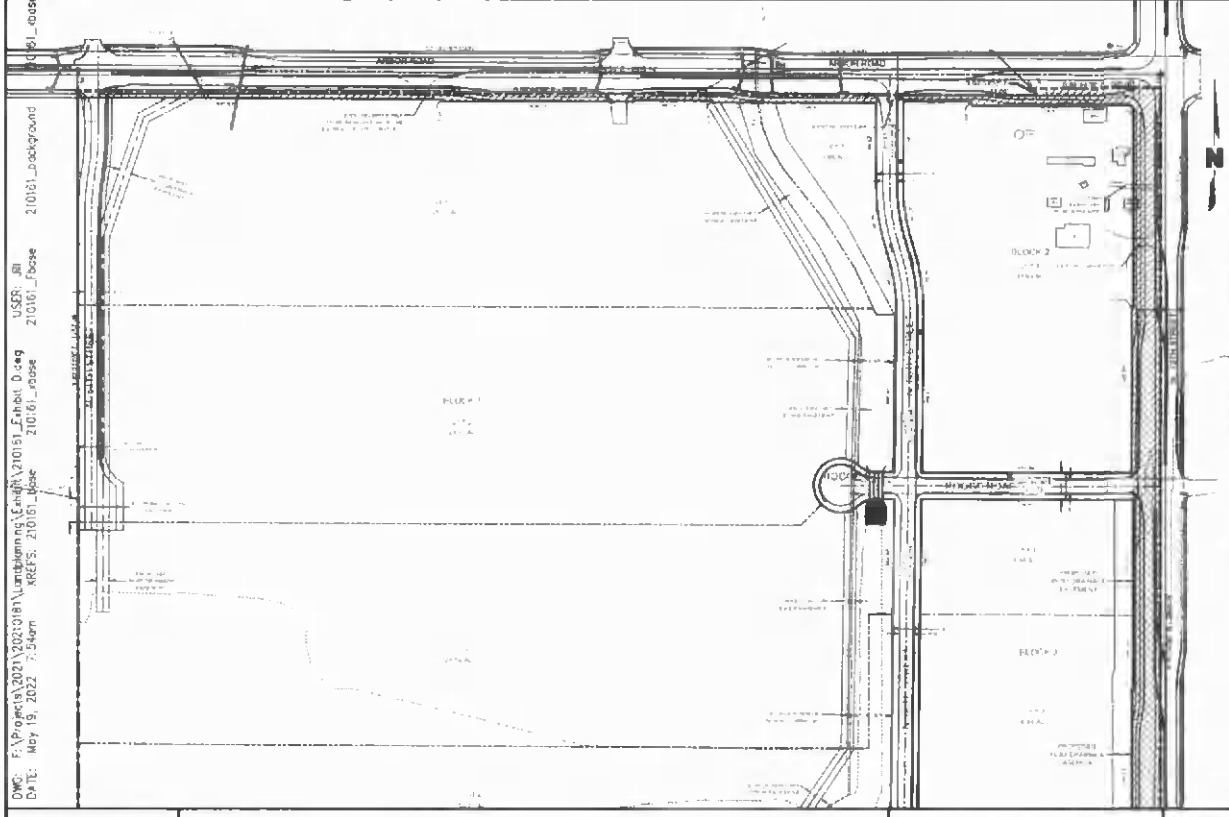


EXHIBIT "D"
N. 70TH STREET ACCESS



drawn by jds
 checked by
 project no. 2024-0161
 date: 05/18/2022

EXHIBIT 'D'
ROGGE SQUARE
LINCOLN, NEBRASKA

Civil Design Group, Inc.
 4514 N. 24TH STREET, LINCOLN, NE 68514-2101
 LINCOLN, NEBRASKA 68512
 402.407.4468 FAX 402.407.4469
 www.civildesign.com

CONTRACT DOCUMENTS ARE SUBJECT TO THE STANDARD CONDITIONS OF SERVICE CONTRACTS AND SPECIFICATIONS FOR THE PROJECT.

EXHIBIT
1



Attachment A

**CONDITIONAL ZONING AND ANNEXATION AGREEMENT
FOR
LINCOLN LOGISTICS**

This Conditional Zoning and Annexation Agreement for Lincoln Logistics Project (“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”), and **Lancaster Logistics Hub, LLC**, a Nebraska limited liability company, dba Lincoln Logistics Hub (“Property Owner”).

RECITALS

1. The Property Owner is the owner of the real estate legally described and shown on Exhibit “A” (the “Property”). The Property is generally located adjacent to the south side of Arbor Road extending from approximately North 63rd Street to approximately N. 68th Street, Lincoln, Nebraska. Property Owner intends to develop the site. The City and Property Owner desire to cause the urban development of the Property.
2. The Property is shown as Tier 1, Priority A on the 2050 Priority Growth Areas (Figure GF.c: Priority Growth Areas) in the Lincoln City-Lancaster County Comprehensive Plan.
3. The City and Property Owner desire that the Property be annexed pursuant to the conditions stated in this Agreement.
4. Property Owner has requested that the City rezone a portion of the Property from AG Agricultural District to I-2 Industrial District the Property (CZ22005). The area of rezoning to be considered with this Agreement is legally described and shown on Exhibit “B”, attached hereto.
5. AN22003 and CZ22005 are collectively the “Governmental Actions”.

6. The City as a condition of approving the Governmental Actions desires an agreement with the Property Owner to be assured that the developed site will have access points at certain locations along with appropriate turn lanes, and a final plat. Property Owner represents to the City that, in consideration of the City approving the Governmental Actions, the Property Owner 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 Owner agrees as follows:
 - a. To design and construct one access point to the Property from Arbor Road generally located at the western boundary of the property as shown on Exhibit "C", attached hereto. Property Owner shall design and construct an eastbound to southbound right turn lane as shown on Exhibit "C" in conjunction with said access point ("West Access Improvements"). Property Owner shall design and construct the West Access Improvements at Property Owner's cost and expense through the City's executive order construction process. Said access point shall align with the access point on the north side of Arbor Road as shown on (Camping World) Preliminary Plat #20005. The West Access Improvements shall be required at such time as the Property Owner submits and has approved a final plat for the Property that shows access being taken to Arbor Road.

- b. To design and construct a second access point to the Property from Arbor Road towards the eastern boundary of the Property at the location shown on Exhibit "C". Property Owner shall design and construct an eastbound to southbound right turn lane as shown on Exhibit "C" in conjunction with said access point ("East Access Improvements"). Property Owner shall design and construct said East Access Improvements at its cost and expense through the City's executive order construction process. Said access point shall align with the access point on the north side of Arbor Road as shown on (Central Lumber) Preliminary Plat #21004. The East Access Improvements shall be required at such time as the Property Owner submits and has approved a final plat for the Property that shows access being taken to Arbor Road.
 - c. To design and construct Rogge Road to the Property from N. 70th Street at the location shown on Exhibit "D" with necessary turn lanes in N. 70th Street at such time as the Property Owner submits and has approved a final plat for the Property that shows access from a buildable lot being taken via Rogge Court and Rogge Road to N. 70th Street, if (i) Rogge Road is not already constructed to N. 70th Street, and (ii) there is no alternative public access constructed to the buildable lot from Arbor Road.
3. City and Property Owner agree and acknowledge that this Agreement is intended to supersede the Conditional Annexation and Zoning Agreement (Rogge Square) approved March 6, 2017 by the City Council as Resolution No. A-90298 as it applies to the Property to the extent that said prior agreement is contrary to the terms and conditions stated herein.
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.

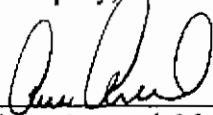
5. **Binding Effect.** This Agreement shall run with the land and be binding upon and inure to the benefit and burden of successors and assigns of the respective parties.
6. **Amendments.** This Agreement may only be amended or modified in writing signed by the parties hereto.
7. **Governing Law.** All 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.

(SIGNATURE PAGES TO FOLLOW)

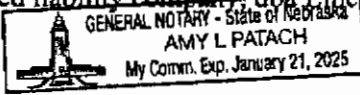
PROPERTY OWNER,

Lancaster Logistics Hub, LLC, a Nebraska limited liability company, ~~dba~~ Lincoln Logistics Hub

By: 
Arun Agarwal, Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF ~~LANCASTER~~ Douglas ap)

The foregoing instrument was acknowledged before me this 12th day of December, 2022 by Arun Agarwal, Managing Member of **Lancaster Logistics Hub, LLC**, a Nebraska limited liability company, ~~dba~~ Lincoln Logistics Hub, on behalf of the limited liability company.



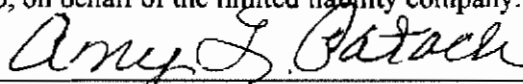

Notary Public

EXHIBIT "B" - CHANGE OF ZONE

H
H

A legal description of a part of Lot 58 Irregular Tracts and a part of the adjoining Right-of-way of Arbor Road, 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:

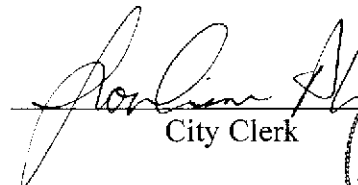
Beginning at the Northwest Corner of the Southeast Quarter of said Section 28; Thence East, on the North Line of Southeast Quarter of said Section 28, on an assumed bearing of S 89°44'36" E for a distance of 1652.22'; Thence S 00°15'27" W for a distance of 50.00' to the Northeast Corner of Lot 58; Thence on the Easterly Line of Lot 58 the following 6 courses:
S 11°10'42" E for a distance of 83.35';
Thence S 21°39'56" E for a distance of 56.36';
Thence S 32°02'08" E for a distance of 59.59';
Thence S 38°34'52" E for a distance of 157.74';
Thence S 32°11'34" E for a distance of 145.57';
Thence S 24°20'26" E for a distance of 103.64';
Thence N 89°44'36" W, parallel to the North Line of the Southeast Quarter, for a distance of 1939.39' to a point on the West Line of Lot 58, said line also being the West Line of the North Half of the Southeast Quarter; Thence N 00°01'08" E, on the West Line of the North Half of the Southeast Quarter, and on the West Line of Lot 58 and on the West Line of Lot 58 extended North, for a distance of 574.29' to the Point of Beginning, and having a calculated area of 23.38 acres more or less.

CERTIFICATE

STATE OF NEBRASKA)
)
COUNTY OF LANCASTER) ss:
)
CITY OF LINCOLN)

I, Soulinnee Phan, City Clerk of the City of Lincoln, Nebraska, do hereby certify that the above and foregoing is a true and correct copy of the Lincoln Logistics Redevelopment Agreement between the City and Lancaster Logistics Hub, LLC d/b/a Lincoln Logistics Hub, relating to the redevelopment of property generally located adjacent to the south side of Arbor Road from N. 63rd to N. 68th Street as approved by Resolution A-93774^{3rd} by the Lincoln City Council on January 9, 2023, as the original appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City of Lincoln, Nebraska, on the 18th day of January, 2023.


City Clerk

