



23R-47

Introduce: 1-30-23

RESOLUTION NO. A- 93821

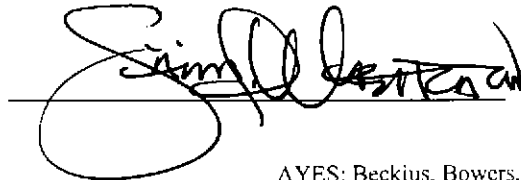
BE IT RESOLVED by the City Council of the City of Lincoln, Nebraska:

That the Conditional Annexation and Change of Zone Agreement for East Dominion Estates, which is attached hereto, marked as Attachment "A", and made a part hereof by reference, between the City of Lincoln, Fund51, LLC, and White Holdings, LLC, ("Developer") regarding annexation of the property generally located at the northwest corner of N. 112th Stret and O Street and re-zone of the property from AG Agricultural District to R-3 Residential 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 Annexation and Change of Zone 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 Abigail Littrell, Assistant City Attorney, for distribution to the Developer.

BE IT FURTHER RESOLVED that the City Clerk is directed to file the Conditional Annexation and Change of Zone Agreement for East Dominion Estates, with the Lancaster County Register of Deeds with the recording fees to be paid in advance by the Developer.

Introduced by:



Approved as to Form & Legality:


City Attorney

AYES: Beckius, Bowers, Shobe, Ward, Washington; NAYS: Nonc; ABSENT: Meginnis, Suarez.

Approved this 17th day of Feb, 2023:


Mayor

ADOPTED

FEB 13 2023

BY CITY COUNCIL

**CONDITIONAL ANNEXATION AND CHANGE OF ZONE AGREEMENT
EAST DOMINION ESTATES**

This Conditional Annexation and Change of Zone Agreement for **EAST DOMINION ESTATES** (“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 **FUND51, LLC**, a limited liability company, and **WHITE HOLDINGS, LLC**, a limited liability company (collectively “Property Owners”). The City and Property Owners may hereinafter be referred to individually as a “Party”, and collectively as the “Parties”.

RECITALS

1. The Property Owners are the owners of the real estate legally described as:

Lots 1 and 17, Irregular Tracts in the Southeast Quarter, and the Northeast Quarter of the Southeast Quarter, all in Section 24, Township 10 North, Range 7 East of the 6th P.M. Lancaster County, Nebraska(the “Property”).

The Property is generally located at the northwest corner of North 112th Street and O Street, Lincoln, Nebraska, and is shown on Attachment 1.

2. The City and Property Owners desire that the Property be annexed in phases pursuant to this Agreement.
3. Property Owners have submitted a preliminary plat on the Property (PP22003) as shown on Attachment 2 for the City’s approval. The parties acknowledge the preliminary plat identifies a Phase I Area showing single family residential use and a Phase II Area showing future commercial or apartments. Site grading and drainage plans for the Phase II Area will be approved in the future.

4. Property Owners have petitioned the City to annex (AN22013) and rezone from AG Agricultural District to R-3 Residential District (CZ22036) that portion of the Phase I Area of the Property, legally described and shown on Attachment 3, which includes approximately 14.68 acres (“First Phase Annexation and Zoning”).
5. PP22003, AN22013 and CZ22036 are collectively referred to as the “Governmental Actions.”
6. This Agreement identifies the Property Owners’ and City’s responsibilities regarding the construction of impact fee facility infrastructure improvements necessitated upon annexation and future development of the Property.
7. Property Owners represent to the City that in consideration of the City’s approval of the Governmental Actions, Property Owners will enter into this Agreement which requires Property Owners to govern the nature of development of the Property.

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants established herein, the parties do hereby agree as follows:

I.

GOVERNMENTAL ACTIONS AND ACKNOWLEDGMENTS

- A. **Governmental Actions.** The City agrees to approve the Governmental Actions.
- B. **Access and Street Improvements.** The Parties acknowledge and agree that no new access or street improvements to 112th Street or O Street will be required for development of the Phase I Area of the Property.

II.

PHASED DEVELOPMENT OF THE PROPERTY

Subsequent Phases of Annexation. The City and Property Owners agree that the Phase I Area and the Phase II Area of the Property will be annexed in multiple phases. The Property Owners

and the City recognize and understand that as part of this Agreement, the Property Owners and City are identifying the public impact fee facility infrastructure improvements necessary to serve future development of the Phase I Area and Phase II Area of the Property.

III.

ARTERIAL STREET IMPROVEMENTS

- A. **Existing Conditions.** N. 112th Street from O Street to the north edge of the Property exists as a graveled two-lane rural cross section county road. This segment of N. 112th Street is described in the City's Access Management Policy as a Minor Arterial Street.
- B. **Access Points.** The City and Property Owners agree that full turn movement intersection ingress and egress to and from the Property along N. 112th Street will be limited to two access points at Legends Lane and Sovereign Street as shown on Attachment 2, and no access points will be granted to O Street.
- C. **Future Improvements.** Any improvements required to N. 112th Street, including intersection improvements at Legends Lane, Sovereign Street, and O Street will be addressed by amendment to this Agreement at such time as the Property Owners develop any portion of the Phase II Area of the Property.
- D. **Segregated Arterial Street Impact Fees.** The City agrees to segregate arterial street impact fees collected by the City from development of the Phase I Area of the Property ("Segregated Arterial Street Impact Fees") and utilize said Segregated Arterial Street Impact Fees to fund any future Arterial Street Impact Fee Facility Improvements required for development of the Phase II Area of the Property; provided, however, if no Arterial Street Impact Fee Facility Improvement has been commenced within six (6) years from the date the Segregated Arterial

Street Impact Fees have been collected, the City may reallocate the Segregated Arterial Street Impact Fees to another project within the benefit district.

IV.

PROPERTY OWNER CONTRIBUTIONS

Contribution to Rural Fire Protection District. Property Owners understand and acknowledge that the City's annexation of the Property or any portion thereof lying within the boundaries of the SE 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 the Property or portion thereof being annexed. The Property Owners agree to pay the City the amount which must be paid by the City to the District in order for the portion of the Property being annexed to be complete.

V.

NOTICE

Notice. Any notices required to be forwarded to a Party hereto shall be deemed appropriately given or delivered if sent by registered or certified United States Mail, postage prepaid, return receipt requested, addressed or delivered personally as follows:

- (1) If to the City:
Mayor
555 South 10th Street
Lincoln, Nebraska 68508

with a copy to:

City Attorney
555 South 10th Street
Lincoln, NE 68508

(2) If to the Property Owners:

White Holdings, LLC
2001 Pine Lake Road, Suite 100
Lincoln, NE 68506

Fund51, LLC
980 County Road W, Lot S1156
Fremont, NE 68025

With a copy to:

Seacrest & Kalkowski, PC, LLO
Attention: DaNay Kalkowski
1128 Lincoln Mall, Suite 105
Lincoln, Nebraska 68508

Any Party hereto may change its address for notification purposes by written notice to all Parties hereto in the manner and method set forth within this paragraph.

V.

MISCELLANEOUS

- A. Attachments.** All of the Attachments attached to this Agreement are incorporated herein by this reference.
- B. Amendments.** This Agreement may only be amended or modified in writing signed by the Parties to this Agreement.
- C. Further Assurances.** Each Party will use its best and reasonable efforts to successfully carry out and complete each task, covenant, and obligation as stated herein. Each of the Parties shall cooperate in good faith with the other and shall do any and all acts and execute, acknowledge and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

- D. Governing Law.** All aspects of this Agreement shall be governed by the laws of the State of Nebraska. The invalidity of any portion of this Agreement shall not invalidate the remaining provisions.
- E. Interpretations.** Any uncertainty or ambiguity existing herein shall not be interpreted against either Party because such Party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.
- F. Construction.** Whenever used herein, including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.
- G. Relationship of Parties.** Neither the method of computation of funding or any other provisions contained in this Agreement or any acts of any Party shall be deemed or construed by the City, Property Owners, or by any third person to create the relationship of partnership or of joint venture or of any association between the Parties other than the contractual relationship stated in this Agreement.
- H. Assignment.** In the case of the assignment of this Agreement by any of the Parties, prompt written notice shall be given to the other Parties who shall at the time of such notice be furnished with a duplicate of such assignment by such assignor. Any such assignment shall not terminate the liability of the assignor to perform its obligations hereunder, unless a specific release in writing is given and signed by the other Parties to this Agreement or unless otherwise stated herein.
- I. Default.** In the event the Property Owners default in fulfilling any of its covenants and responsibilities as set forth in this Agreement, then the City may take such other remedies, legal or equitable, which the City may have to enforce this Agreement or to obtain damages for its

breach. In the event the City defaults in fulfilling any of its covenants and responsibilities as set forth in this Agreement, then the Property Owners may take such remedies, legal or equitable, to enforce this Agreement or to obtain damages for its breach.

J. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, devisees, personal representatives, successors and assigns and shall inure to and run with the Property.

K. Recordation. This Agreement or a memorandum thereof shall be filed in the Office of the Register of Deeds of Lancaster County, Nebraska at the City's cost and expense.

L. Cooperation. Whenever a Party's approval or consent shall be required under this Agreement, such approval or consent shall not be arbitrarily or unreasonably conditioned, delayed, or withheld. A Party whose approval or consent is requested under the terms of this Agreement shall either provide the approval requested to the requesting party within fourteen (14) days of receiving the request for such approval or consent or notify the requesting Party that the receiving Party is denying such approval or consent within fourteen (14) days of receiving the request. Any refusal must state the reasonable ground for the refusal to grant such approval or consent. Each undersigned Party will whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants and agreements herein provided.

M. Authority. The City has the authority to engage in the reimbursements to Property Owners described in this Agreement, and (i) has taken all steps to legally exercise that authority, and (ii) the reimbursements to Property Owners described in this Agreement will comply with all applicable laws.

N. Release of Buildable Lot. Notwithstanding any contrary provisions herein, any Buildable Lot shall automatically be deemed released from all of the terms of this Agreement without further written release. For the purposes of this Agreement, "Buildable Lot" shall mean a buildable lot of record (excluding outlots) as defined by the City subdivision ordinance being (a) less than ten acres in size, (b) within a lawful final plat of the Property or a portion of the Property and (c) conveyed in fee title (or leased in writing for a term of three years or more) to an Unrelated Third Party. Notwithstanding any contrary provision herein, any Buildable Lot Owner shall automatically be deemed released from this Agreement without further written release. For the purposes of this Agreement, "Buildable Lot Owner" shall mean the grantee under a deed conveying fee title (or a lessee under a written lease having a term of three years or more) to a Buildable Lot who is an Unrelated Third Party. Any such conveyance (or lease) of a Buildable Lot shall not terminate the liability of the grantor (lessor) Property Owners and its successors and assigns to perform its obligations under this Agreement, unless a specific release in writing is given and signed by the Parties to this Agreement. An "Unrelated Third Party" means a person, corporation, partnership, trust or other entity who is not one of the Property Owners or its successor or assign and is not an Affiliate under this Agreement. "Affiliate" means: (i) any officer, director, employee or blood related family member of a Party; and (ii) any corporation, partnership, trust or other entity controlling, controlled by or under common control with a Party or any person described in (i) above; and (iii) any officer, director, trustee, general partner or employee of any person described in (ii) above. For purposes of this definition, the term "control" shall also mean the control or ownership of ten percent (10%) or more of the beneficial ownership or fifty percent (50%) of the memberships in the entity referred to.

FUND 51, LLC,
a Nebraska limited liability company

By: *John L. Decker, Jr.*
John L. Decker, Jr., Manager of
TJ's Creations, L.L.C., Manager

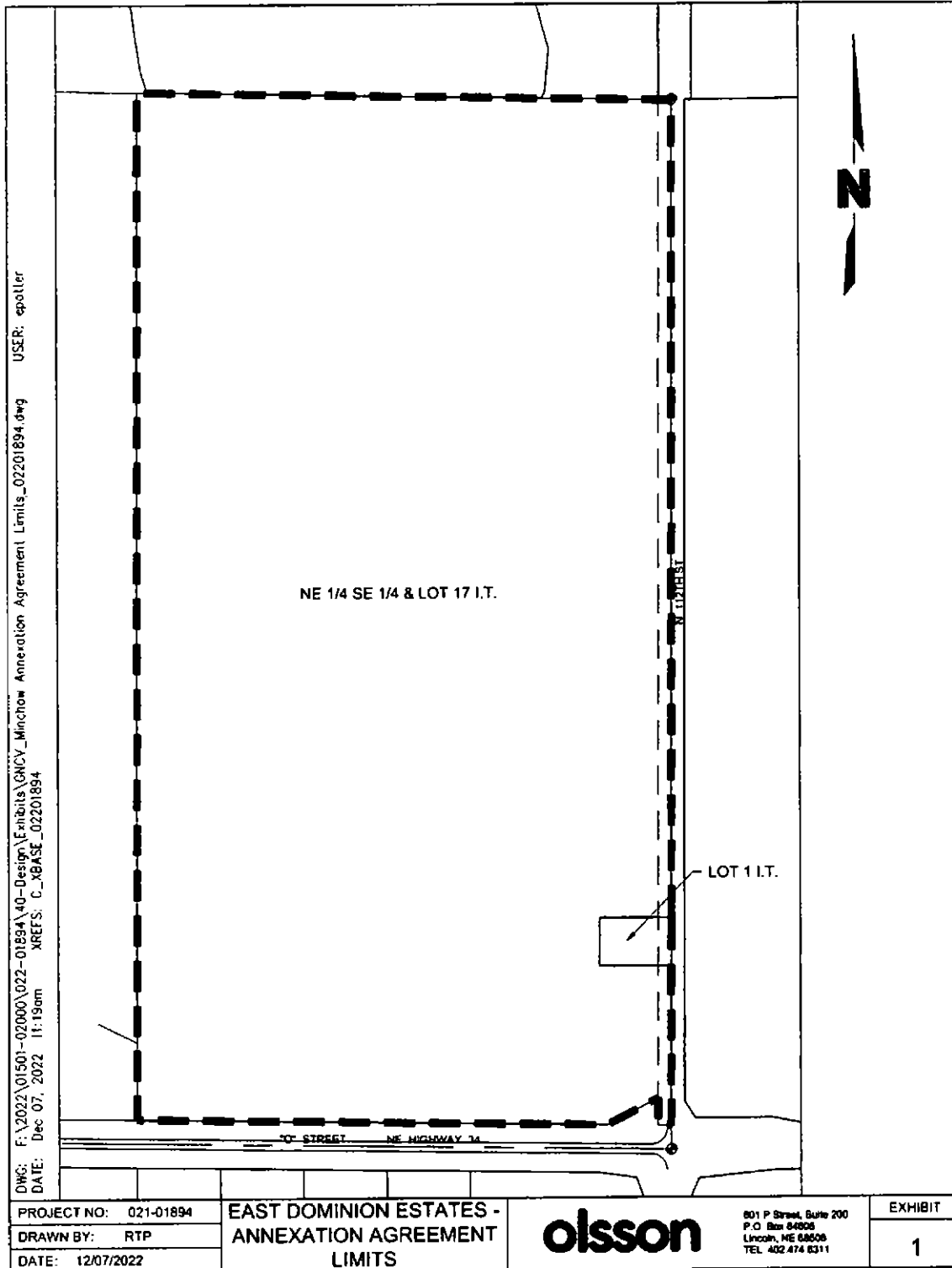
STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 23 day of January, 2023, by John L. Decker, Jr., Manager of TJ's Creations, L.L.C., Manager of Fund51, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

Kourtney Colberg
Notary Public



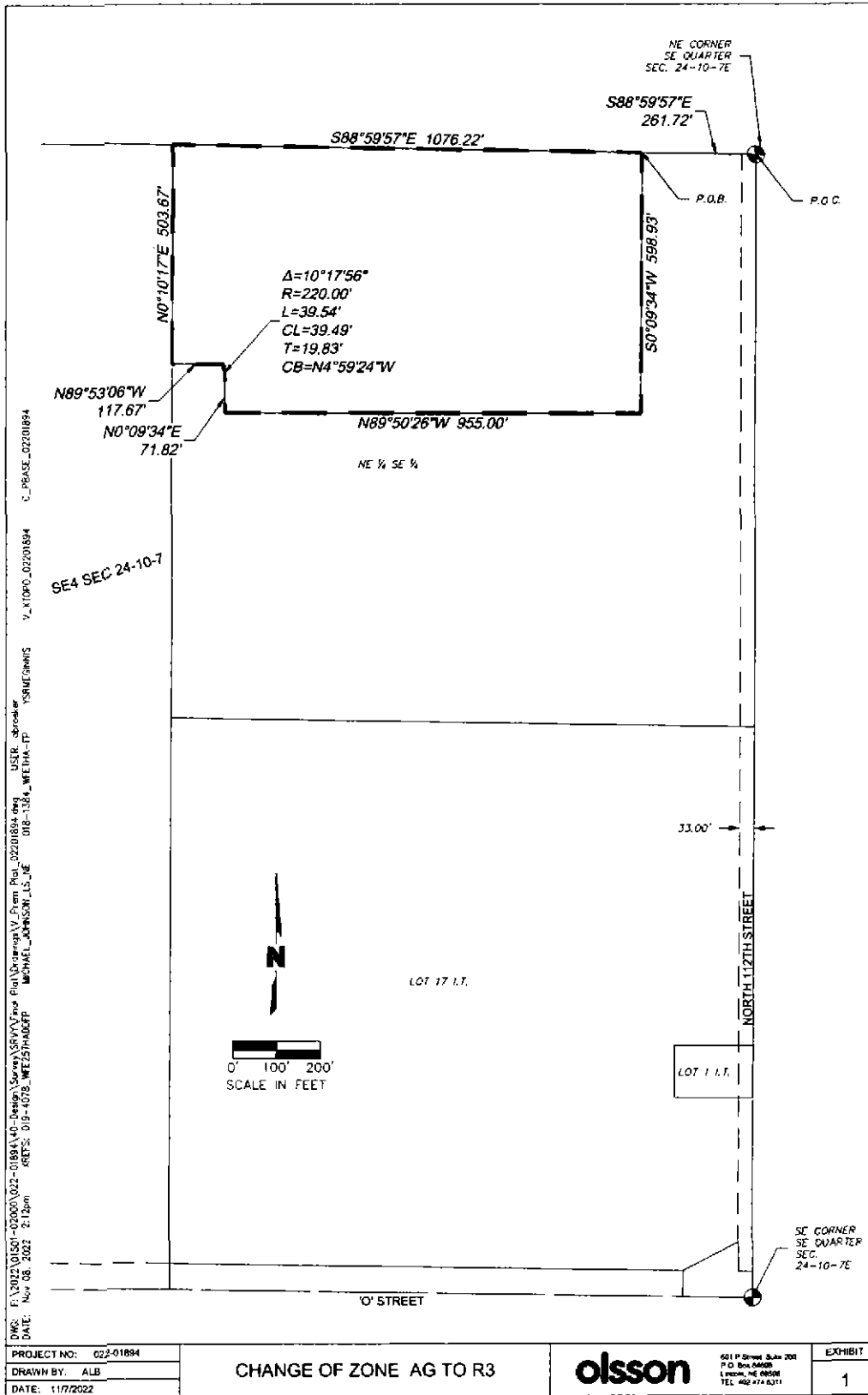
ATTACHMENT 1 THE PROPERTY



**ATTACHMENT 3
FIRST PHASE ANNEXATION AND ZONING**

A TRACT OF LAND COMPOSED OF A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE, EASTERLY, ON THE NORTH LINE OF SAID SOUTHEAST QUARTER, ON AN ASSUMED BEARING OF N88°59'57"W, A DISTANCE OF 261.72' TO THE TRUE POINT OF BEGINNING; THENCE S00°09'34"W, A DISTANCE OF 598.93' TO A POINT; THENCE N89°50'26"W, A DISTANCE OF 955.00' TO A POINT; THENCE N00°09'34"E, A DISTANCE OF 71.82' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 10°17'56", A RADIUS OF 220.00', AN ARC LENGTH OF 39.54', A CHORD LENGTH OF 39.49', A TANGENT LENGTH OF 19.83', AND A CHORD BEARING OF N04°59'24"W TO A POINT; THENCE N89°53'06"W, A DISTANCE OF 117.67' TO A POINT; THENCE N00°10'17"E, ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 503.67' TO A POINT; THENCE S88°59'57"E, ON THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1,076.22' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 639,630.97 SQUARE FEET OR 14.68 ACRES, MORE OR LESS.





**CONDITIONAL ANNEXATION AND CHANGE OF ZONE AGREEMENT
EAST DOMINION ESTATES**

This Conditional Annexation and Change of Zone Agreement for **EAST DOMINION ESTATES** ("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 **FUND51, LLC**, a limited liability company, and **WHITE HOLDINGS, LLC**, a limited liability company (collectively "Property Owners"). The City and Property Owners may hereinafter be referred to individually as a "Party", and collectively as the "Parties".

CS 56X

RECITALS

- 1. The Property Owners are the owners of the real estate legally described as:

Lots 1 and 17, Irregular Tracts in the Southeast Quarter, and the Northeast Quarter of the Southeast Quarter, all in Section 24, Township 10 North, Range 7 East of the 6th P.M. Lancaster County, Nebraska(the "Property").

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- 2. The City and Property Owners desire that the Property be annexed in phases pursuant to this Agreement.
- 3. Property Owners have submitted a preliminary plat on the Property (PP22003) as shown on Attachment 2 for the City's approval. The parties acknowledge the preliminary plat identifies a Phase I Area showing single family residential use and a Phase II Area showing future commercial or apartments. Site grading and drainage plans for the Phase II Area will be approved in the future.

4. Property Owners have petitioned the City to annex (AN22013) and rezone from AG Agricultural District to R-3 Residential District (CZ22036) that portion of the Phase I Area of the Property, legally described and shown on Attachment 3, which includes approximately 14.68 acres (“First Phase Annexation and Zoning”).
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NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants established herein, the parties do hereby agree as follows:

I.

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- A. **Governmental Actions**. The City agrees to approve the Governmental Actions.
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PHASED DEVELOPMENT OF THE PROPERTY

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and the City recognize and understand that as part of this Agreement, the Property Owners and City are identifying the public impact fee facility infrastructure improvements necessary to serve future development of the Phase I Area and Phase II Area of the Property.

III.

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- D. **Segregated Arterial Street Impact Fees.** The City agrees to segregate arterial street impact fees collected by the City from development of the Phase I Area of the Property ("Segregated Arterial Street Impact Fees") and utilize said Segregated Arterial Street Impact Fees to fund any future Arterial Street Impact Fee Facility Improvements required for development of the Phase II Area of the Property; provided, however, if no Arterial Street Impact Fee Facility Improvement has been commenced within six (6) years from the date the Segregated Arterial

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IV.

PROPERTY OWNER CONTRIBUTIONS

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V.

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Mayor
555 South 10th Street
Lincoln, Nebraska 68508

with a copy to:

City Attorney
555 South 10th Street
Lincoln, NE 68508

(2) If to the Property Owners:

White Holdings, LLC
2001 Pine Lake Road, Suite 100
Lincoln, NE 68506

Fund51, LLC
980 County Road W, Lot S1156
Fremont, NE 68025

With a copy to:

Seacrest & Kalkowski, PC, LLO
Attention: DaNay Kalkowski
1128 Lincoln Mall, Suite 105
Lincoln, Nebraska 68508

Any Party hereto may change its address for notification purposes by written notice to all Parties hereto in the manner and method set forth within this paragraph.

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MISCELLANEOUS

- A. Attachments.** All of the Attachments attached to this Agreement are incorporated herein by this reference.
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- D. Governing Law.** All aspects of this Agreement shall be governed by the laws of the State of Nebraska. The invalidity of any portion of this Agreement shall not invalidate the remaining provisions.
- E. Interpretations.** Any uncertainty or ambiguity existing herein shall not be interpreted against either Party because such Party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.
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- G. Relationship of Parties.** Neither the method of computation of funding or any other provisions contained in this Agreement or any acts of any Party shall be deemed or construed by the City, Property Owners, or by any third person to create the relationship of partnership or of joint venture or of any association between the Parties other than the contractual relationship stated in this Agreement.
- H. Assignment.** In the case of the assignment of this Agreement by any of the Parties, prompt written notice shall be given to the other Parties who shall at the time of such notice be furnished with a duplicate of such assignment by such assignor. Any such assignment shall not terminate the liability of the assignor to perform its obligations hereunder, unless a specific release in writing is given and signed by the other Parties to this Agreement or unless otherwise stated herein.
- I. Default.** In the event the Property Owners default in fulfilling any of its covenants and responsibilities as set forth in this Agreement, then the City may take such other remedies, legal or equitable, which the City may have to enforce this Agreement or to obtain damages for its

breach. In the event the City defaults in fulfilling any of its covenants and responsibilities as set forth in this Agreement, then the Property Owners may take such remedies, legal or equitable, to enforce this Agreement or to obtain damages for its breach.

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M. Authority. The City has the authority to engage in the reimbursements to Property Owners described in this Agreement, and (i) has taken all steps to legally exercise that authority, and (ii) the reimbursements to Property Owners described in this Agreement will comply with all applicable laws.

N. Release of Buildable Lot. Notwithstanding any contrary provisions herein, any Buildable Lot shall automatically be deemed released from all of the terms of this Agreement without further written release. For the purposes of this Agreement, "Buildable Lot" shall mean a buildable lot of record (excluding outlots) as defined by the City subdivision ordinance being (a) less than ten acres in size, (b) within a lawful final plat of the Property or a portion of the Property and (c) conveyed in fee title (or leased in writing for a term of three years or more) to an Unrelated Third Party. Notwithstanding any contrary provision herein, any Buildable Lot Owner shall automatically be deemed released from this Agreement without further written release. For the purposes of this Agreement, "Buildable Lot Owner" shall mean the grantee under a deed conveying fee title (or a lessee under a written lease having a term of three years or more) to a Buildable Lot who is an Unrelated Third Party. Any such conveyance (or lease) of a Buildable Lot shall not terminate the liability of the grantor (lessor) Property Owners and its successors and assigns to perform its obligations under this Agreement, unless a specific release in writing is given and signed by the Parties to this Agreement. An "Unrelated Third Party" means a person, corporation, partnership, trust or other entity who is not one of the Property Owners or its successor or assign and is not an Affiliate under this Agreement. "Affiliate" means: (i) any officer, director, employee or blood related family member of a Party; and (ii) any corporation, partnership, trust or other entity controlling, controlled by or under common control with a Party or any person described in (i) above; and (iii) any officer, director, trustee, general partner or employee of any person described in (ii) above. For purposes of this definition, the term "control" shall also mean the control or ownership of ten percent (10%) or more of the beneficial ownership or fifty percent (50%) of the memberships in the entity referred to.

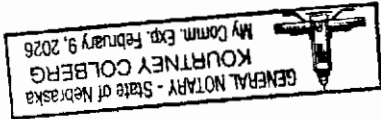
FUND 51, LLC,
a Nebraska limited liability company

By: *John L. Decker, Jr.*
John L. Decker, Jr., Manager of
TJ's Creations, L.L.C., Manager

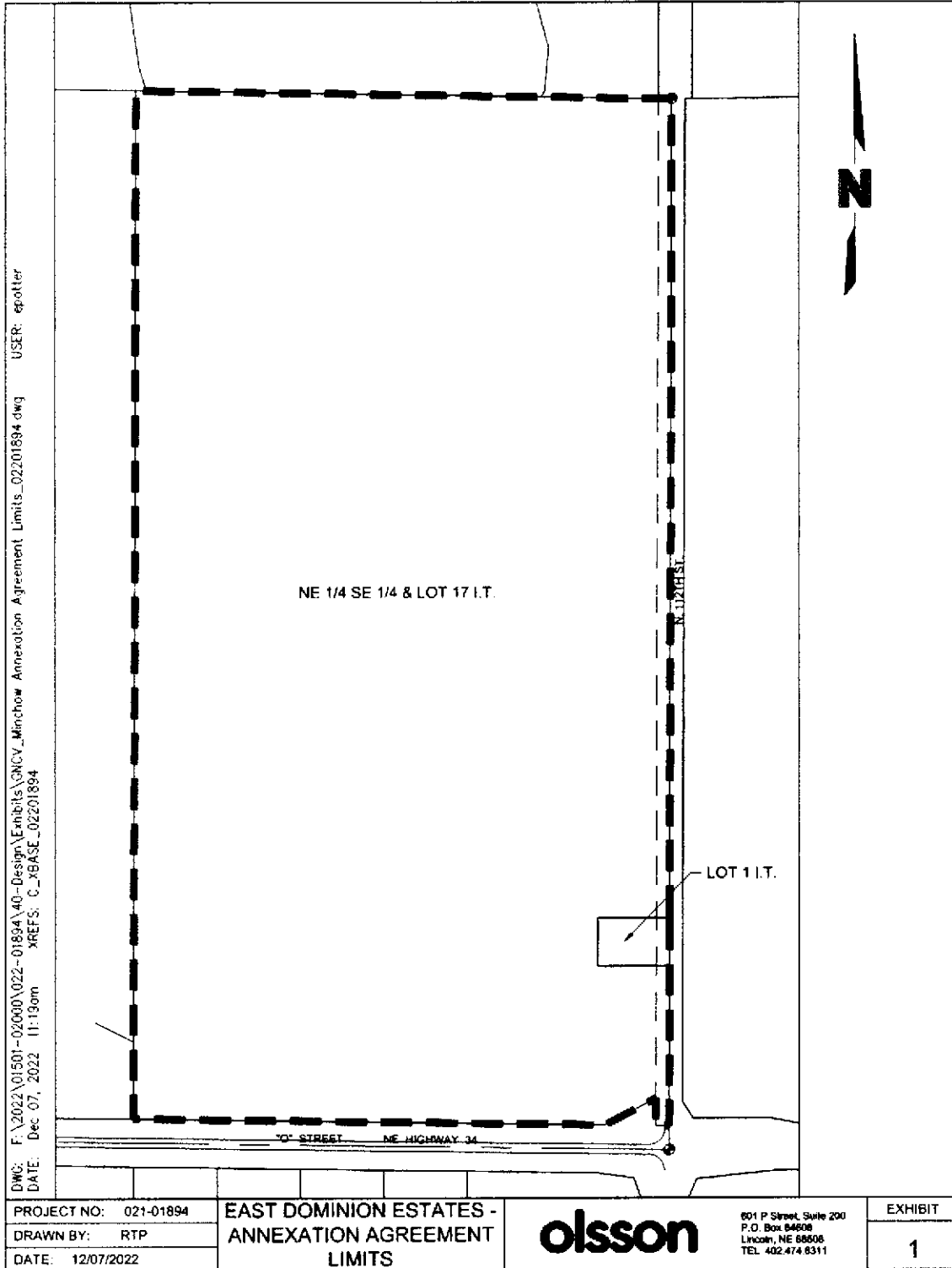
STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 23 day of January, 2023, by John L. Decker, Jr., Manager of TJ's Creations, L.L.C., Manager of Fund51, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

Kourtney Colberg
Notary Public



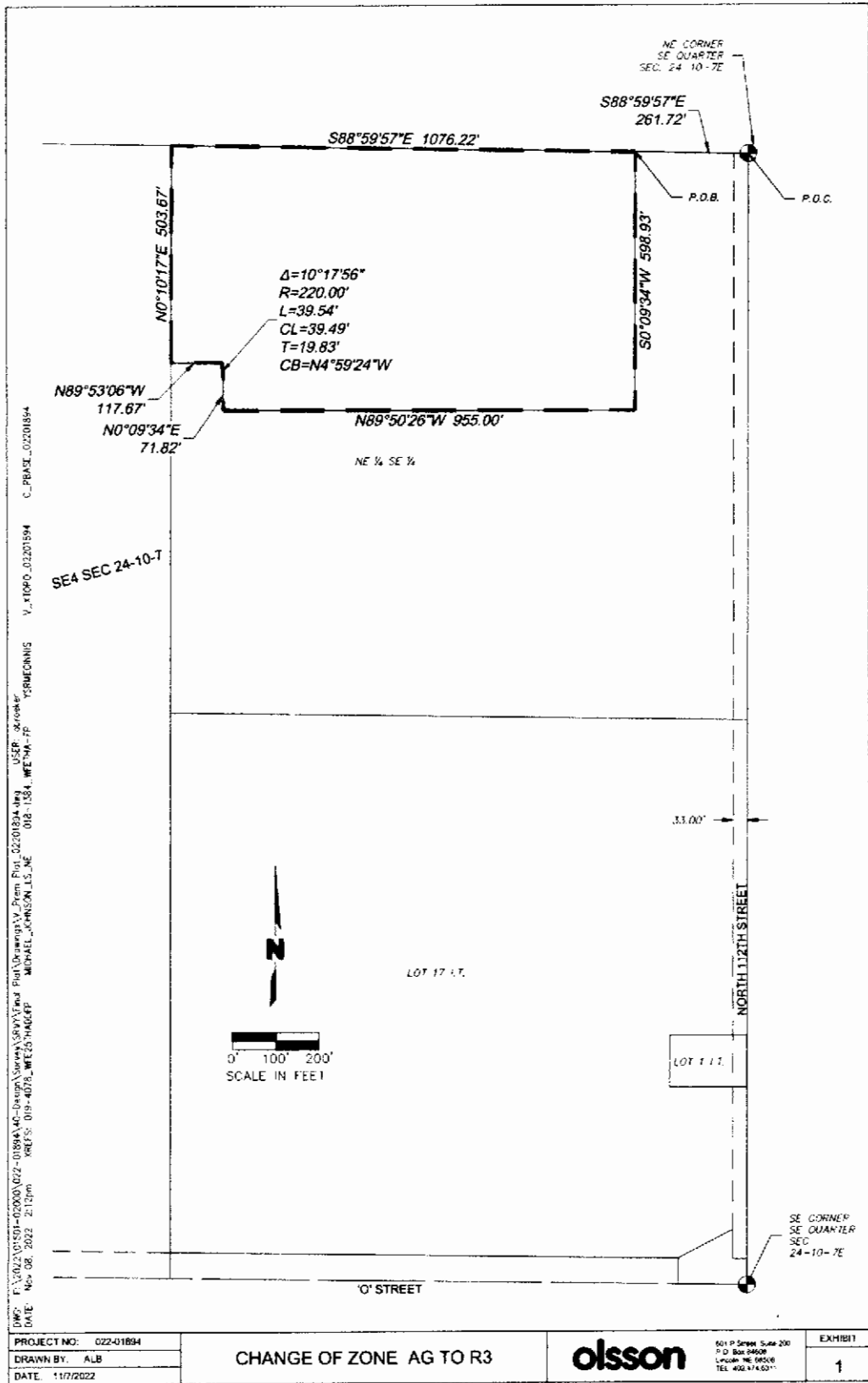
ATTACHMENT 1 THE PROPERTY



**ATTACHMENT 3
FIRST PHASE ANNEXATION AND ZONING**

A TRACT OF LAND COMPOSED OF A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE, EASTERLY, ON THE NORTH LINE OF SAID SOUTHEAST QUARTER, ON AN ASSUMED BEARING OF N88°59'57"W, A DISTANCE OF 261.72' TO THE TRUE POINT OF BEGINNING; THENCE S00°09'34"W, A DISTANCE OF 598.93' TO A POINT; THENCE N89°50'26"W, A DISTANCE OF 955.00' TO A POINT; THENCE N00°09'34"E, A DISTANCE OF 71.82' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 10°17'56", A RADIUS OF 220.00', AN ARC LENGTH OF 39.54', A CHORD LENGTH OF 39.49', A TANGENT LENGTH OF 19.83', AND A CHORD BEARING OF N04°59'24"W TO A POINT; THENCE N89°53'06"W, A DISTANCE OF 117.67' TO A POINT; THENCE N00°10'17"E, ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 503.67' TO A POINT; THENCE S88°59'57"E, ON THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1,076.22' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 639,630.97 SQUARE FEET OR 14.68 ACRES, MORE OR LESS.

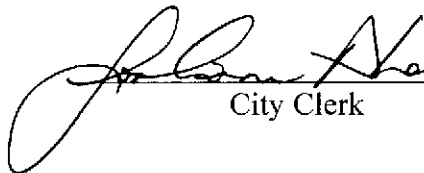


CERTIFICATE

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 Approving the Conditional Annexation and Change of Zone Agreement between the City of Lincoln, Fund51, LLC and White Holdings, LLC for the annexation and development of the property generally located at the northwest corner of N. 112th St. and O St. as approved by Resolution A-93821 by the Lincoln City Council on February 13, 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 27 day of February, 2023.


City Clerk

