



23R-119

Introduce: 4-3-23

RESOLUTION NO. A- **93901**

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

2 That the Conditional Zoning and Annexation Agreement for Southwest Village Planned  
3 Unit Development which is attached hereto, marked as Attachment "A", and made a part hereof  
4 by reference, between the City of Lincoln, and Nebraska Horsemen's Benevolent and Protective  
5 Association, Inc., ("Developer") for annexing the property generally at the southwest corner of  
6 West Denton Road and South Folsom Street and re-zoning the property from AG Agricultural  
7 District to B-2 Planned Neighborhood Business District, as set forth in the Agreement, in order to  
8 facilitate development of the property is hereby approved and the Mayor is authorized to execute  
9 the Conditional Zoning and Annexation Agreement on behalf of the City.

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

12 BE IT FURTHER RESOLVED that the City Clerk is directed to file the Conditional  
13 Zoning and Annexation Agreement for the Southwest Village Planned Unit Development with the  
14 Lancaster County Register of Deeds with the recording fees to be paid in advance by the  
15 Developer.

Introduced by:

Approved as to Form & Legality:

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

  
City Attorney

Approved this 19<sup>th</sup> day of April, 2023:  
  
Mayor

**ADOPTED**

APR 17 2023

**BY CITY COUNCIL**

**CONDITIONAL ZONING AND ANNEXATION AGREEMENT  
FOR  
SOUTHWEST VILLAGE PLANNED UNIT DEVELOPMENT**

This Conditional Zoning and Annexation Agreement for the Southwest Village Planned Unit Development (“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”), **Nebraska Horseman’s Benevolent and Protective Association, Inc.**, a Nebraska nonprofit corporation, (“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 at the southwest corner of West Denton Road and South Folsom Street in Lancaster County, Nebraska. The City and Property Owner desire to cause the urban development of the Property.
2. The Property is shown as Tier 1, Priority B 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 (AN23004).

4. Property Owner has requested that the City rezone the Property from AG Agricultural District to B-2 Planned Neighborhood Business District (CZ05061F).
5. AN23004 and CZ05061F 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 Property Owner pay amounts due to the Southwest Rural Fire District upon annexation. 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 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. **Governmental Actions.** City agrees to approve the Governmental Actions.
2. **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 Southwest 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, the expected contribution is \$420.26.
3. **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.
4. **Amendments.** This Agreement may only be amended or modified in writing signed by the parties hereto.

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

6. **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.

7. **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)*

**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 19 day of April, 2023, by Leirion Gaylor Baird, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



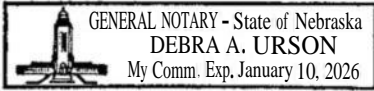
*Brandi Lehl*  
Notary Public

**NEBRASKA HORSEMEN'S  
BENEVOLENT & PROTECTIVE  
ASSOCIATION, INC.**

By: *Lynne McNally*  
Lynne McNally, Chief Executive Officer

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 21 day of April, 2023, by Lynne McNally, Chief Executive Officer of Nebraska Horsemen's Benevolent & Protective Association, Inc., a Nebraska nonprofit corporation on behalf of said corporation.



*Debra A. Urson*  
Notary Public

EXHIBIT A  
THE PROPERTY



**SOUTHWEST VILLAGE PUD  
LIMITS OF ANNEXATION**

**LEGAL DESCRIPTION**

**A TRACT OF LAND COMPOSED OF A PORTION OF LOT 21 I.T., LOCATED IN THE  
NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE  
6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED  
AS FOLLOWS:**

**COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID  
SECTION 22, TOWNSHIP 9 NORTH, RANGE 6 EAST, SAID POINT BEING THE  
SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 9  
NORTH, RANGE 6 EAST; THENCE, SOUTHERLY, ON THE EAST LINE OF SAID SECTION  
22, ON AN ASSUMED BEARING OF S00°33'20"E, A DISTANCE OF 49.99' TO THE TRUE  
POINT OF BEGINNING; THENCE CONTINUING S00°33'20"E ON SAID LINE, SAID LINE  
ALSO BEING AN EAST LINE OF SAID LOT 21 I.T., A DISTANCE OF 612.30' TO A POINT;  
THENCE S67°17'50"W, A DISTANCE OF 295.75' TO A POINT; THENCE N10°16'23"W, A  
DISTANCE OF 640.35' TO A POINT; THENCE S89°27'01"E ALONG THE NORTH LINE OF  
SAID LOT 21 I.T., A DISTANCE OF 403.70' TO THE POINT OF BEGINNING, SAID TRACT  
CONTAINS A CALCULATED AREA OF 217,438.79 SQUARE FEET OR 4.98 ACRES, MORE  
OR LESS.**