



A94366

23R-598

Introduce: 11-20-23

RESOLUTION NO. A- 94366

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

2 That the Conditional Zoning and Annexation Agreement for the Optimist Youth Sports  
3 Complex which is attached hereto, marked as Attachment "A", and made a part hereof by  
4 reference, between the City of Lincoln, and Star City Optimist Youth Foundation, ("Property  
5 Owner") for annexing the property generally located at 5300 S. Folsom Street and re-zoning the  
6 property from AG Agricultural District to R-4 Residential District as set forth in the Agreement,  
7 is hereby approved and the Mayor is authorized to execute the Conditional Zoning and Annexation  
8 Agreement on behalf of the City.

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

11 BE IT FURTHER RESOLVED that the City Clerk is directed to file the Conditional  
12 Zoning and Annexation Agreement for the Optimist Youth Sports Complex with the Lancaster  
13 County Register of Deeds with the recording fees to be paid in advance by the Property Owner.  
14

Introduced by:

AYES: Beckius, Bowers, Carlson, Duden,  
Shobe, Washington, Weber; NAYS: None.

Approved as to Form & Legality:

  
City Attorney

Approved this 18<sup>th</sup> day of DEC, 2023:  
  
Mayor

ADOPTED

DEC 11 2023

BY CITY COUNCIL

**CONDITIONAL ZONING AND ANNEXATION AGREEMENT  
FOR  
OPTIMIST YOUTH SPORTS COMPLEX**

This Conditional Zoning and Annexation Agreement for Optimist Youth Sports Complex ("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 **STAR CITY OPTIMIST YOUTH FOUNDATION**, a Nebraska nonprofit corporation ("Property Owner").

**RECITALS**

1. The Property Owner is the owner of the real estate shown on Exhibit "A" (the "Property").  
The Property is generally located at 5300 S. Folsom Street, Lancaster County, Nebraska and legally described as:  
  
Lot 66 Irregular Tract, located in the Southeast Quarter of Section 10, Township 9 North, Range 6 East of the 6<sup>th</sup> P.M., Lancaster County, Nebraska  
  
City and Property Owner desire to cause the urban development of the Property.
2. The Property is shown as Tier 1, Priority A (2050) on the 2050 Priority Growth Areas (Map 1.3 Growth Tiers with Priority Areas) in the Lincoln City-Lancaster County Comprehensive Plan.

3. The City and Property Owner desire that the Property be annexed into City corporate limits pursuant to this Agreement. (AN23009).
4. Property Owner has requested that the City rezone the Property from AG Agricultural District to R-4 Residential District (CZ23067).
5. AN23009 and CZ23067 are collectively the “Governmental Actions”.
6. City, as a condition of approving the Governmental Actions, desires an agreement with the Property Owner to be assured that in the future the Property will relocate its driveway to access a newly constructed roundabout. Property Owner represents to City that, in consideration of City approving the Governmental Actions, Property Owner will enter into an agreement with 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. That within three (3) Months of completion of the roundabout near Southwest corner of the Property, Property Owner will relocate its driveway as shown on Exhibit B and marked “Future Drive.” Property Owner shall be responsible for all driveway relocation costs.
3. **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.

4. **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.
5. **Amendments.** This Agreement may only be amended or modified in writing signed by the parties hereto.
6. **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.
7. **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.
8. **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.
9. **Default.** In the event the Developer defaults 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 Developer may take such remedies, legal or equitable, to enforce this Agreement or to obtain damages for its breach.

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

11. **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.

12. **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.

13. **Exhibits.** The following Exhibits are attached to this Agreement and are incorporated herein by this reference:

Exhibit "A"                      The Property

Exhibit "B"                      Site Plan

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 18 day of December, 2023, by Leirion Gaylor Baird, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



*Kim Behrens*  
Notary Public

**STAR CITY OPTIMIST  
YOUTH FOUNDATION,**  
a Nebraska nonprofit organization

By: *Leroy Sievers*  
Leroy Sievers, President

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of November, 2023, by Leroy Sievers, President of Star City Optimist Youth Foundation.



*Lori M. Ryman*  
Notary Public

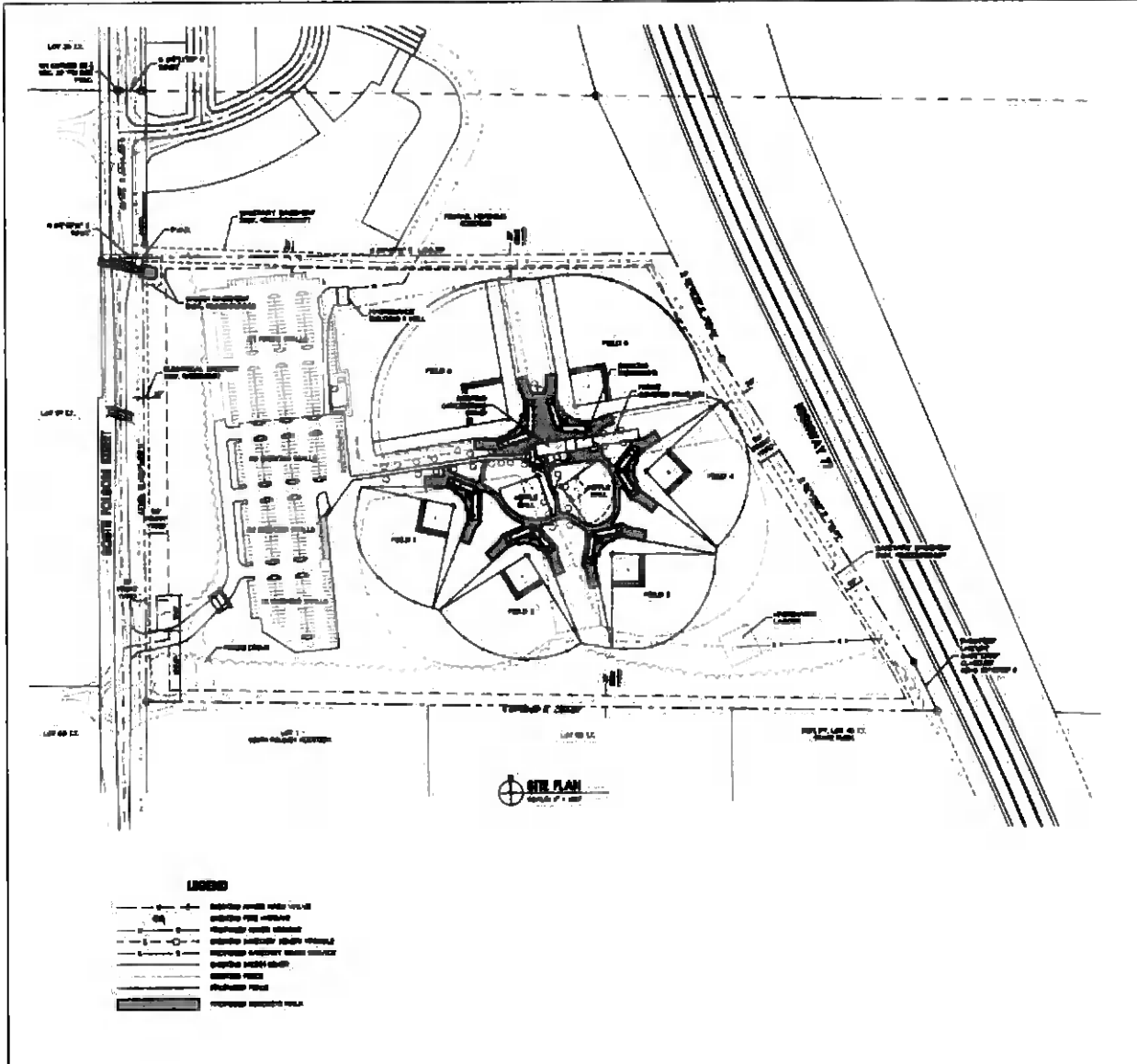
**EXHIBIT A**  
**The Property**





# EXHIBIT B

## Site Plan



ATTACHMENT "A"

Inst # 2023038377 Thu Dec 28 14:41:18 CST 2023  
Filing Fee: \$46.00  
Lancaster County, NE Assessor/Register of Deeds Office AGRMT  
Pages 7



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FOR  
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**RECITALS**

1. The Property Owner is the owner of the real estate shown on Exhibit "A" (the "Property").

The Property is generally located at 5300 S. Folsom Street, Lancaster County, Nebraska and legally described as:

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Lot 66 Irregular Tract, located in the Southeast Quarter of Section 10, Township 9 North, Range 6 East of the 6<sup>th</sup> P.M., Lancaster County, Nebraska

City and Property Owner desire to cause the urban development of the Property.

2. The Property is shown as Tier 1, Priority A (2050) on the 2050 Priority Growth Areas (Map 1.3 Growth Tiers with Priority Areas) in the Lincoln City-Lancaster County Comprehensive Plan.

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#### **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. That within three (3) Months of completion of the roundabout near Southwest corner of the Property, Property Owner will relocate its driveway as shown on Exhibit B and marked "Future Drive." Property Owner shall be responsible for all driveway relocation costs.
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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.

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as set forth in this Agreement, then the Developer may take such remedies, legal or equitable, to enforce this Agreement or to obtain damages for its breach.

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13. Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein by this reference:

<u>Exhibit "A"</u>	The Property
<u>Exhibit "B"</u>	Site Plan

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 18 day of December, 2023, by Leirion Gaylor Baird, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



*Kim Behrens*  
Notary Public

**STAR CITY OPTIMIST  
YOUTH FOUNDATION,**  
a Nebraska nonprofit organization

By: Leroy Sievers  
Leroy Sievers, President

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of November 2023, by Leroy Sievers, President of Star City Optimist Youth Foundation.



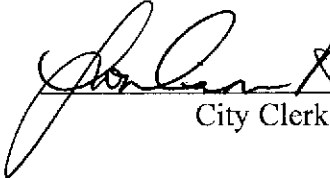
Lori M. Ryman  
Notary Public

# 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 Zoning and Annexation Agreement for the Optimist Youth Sports Complex between the City and Star City Optimist Youth Foundation for the property generally located at 5300 S. Folsom St., as approved by Resolution A-94366 by the Lincoln City Council on December 11, 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 December, 2023.

  
City Clerk

