



22R-43

Introduce: 1-24-22

RESOLUTION NO. A- 93203

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

2 That Amendment No. 5 to the Annexation Agreement for Rokeby Road Coalition, which is
3 attached hereto, marked as Attachment "A", and made a part hereof by reference, between the City of
4 Lincoln and Lincoln Federal Bancorp, Inc., to reflect adjustments to the obligations of the Property Owner
5 regarding the responsibility of any debt obligations to the Southeast Rural Fire District and to have the
6 property removed from the Lancaster County Rural Water District, is hereby approved and the Mayor is
7 authorized to execute Amendment No. 5 on behalf of the City.

8 BE IT RESOLVED that the City Clerk is directed to return a copy of this Agreement to Tim Sieh,
9 Assistant City Attorney, for distribution to the other Parties.

10 BE IT FURTHER RESOLVED that the City Clerk is directed to return the original and one fully
11 executed copy of Amendment No. 5 to the Annexation Agreement for Rokeby Road Coalition to Brian
12 Will, Planning Department, for recording with the Register of Deeds and distribution to the Parties, filing
13 fees to be paid by the Parties.

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

Introduced by:

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

Approved as to Form & Legality:

ADOPTED

FEB 07 2022

BY CITY COUNCIL

Approved this 10th day of February, 2022:

**AMENDMENT NO. 5 TO THE
ANNEXATION AGREEMENT FOR THE ROKEBY ROAD COALITION**

THIS AMENDMENT NO. 5 TO THE ANNEXATION AGREEMENT FOR ROKEBY ROAD COALITION ("Amendment No. 5") is made and entered into as this 10 day of February, 2021 by and among the **City of Lincoln, Nebraska**, a municipal corporation ("City") and **Lincoln Federal Bancorp, Inc.** ("Lincoln Federal"), which may hereinafter also be referred to as the "Property Owner."

RECITALS

1. The City and Property Owner, along with other property owners in the Rokeby Road Coalition, previously entered into the Annexation Agreement for Rokeby Road Coalition dated as of January 5, 2015 and filed with the Lancaster County, Nebraska Register of Deeds as Instrument No. 2015001440, which was amended by Amendment No. 1 dated September 28, 2017 and filed with the Lancaster County, Nebraska Register of Deeds as Instrument No. 2017042058, and further amended by Amendment No. 2 dated May 13, 2019 and filed with the Lancaster County, Nebraska Register of Deeds as Instrument No. 2019016834, further amended by Amendment No. 3 dated March 30, 2020, and further Amended by Amendment No. 4 dated October 6, 2020 (collectively "Annexation Agreement"). Capitalized terms not defined herein shall have the meaning set forth in the Annexation Agreement.

2. The Annexation Agreement has identified all of the Property Owner's and City's responsibilities regarding the construction of infrastructure improvements necessitated by the development of the "Property" legally described as Lot 2, Marquardt Addition, Lancaster County, Nebraska less that tract described in Instrument Number 2016-38146. and shown on Attachment "A".

3 The City and the Property Owners desire to amend the Annexation Agreement to address the to reflect adjustments to the obligations of the Property Owner regarding the responsibility for any debt obligations to the Southeast Rural Fire District as well as the need to have the property removed from the Lancaster County Rural Water District No. ____.

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants contained herein, the City and Property Owner agree to amend the Annexation Agreement as follows:

- A. **Annexation.** The City agrees to annex the Property into the City's corporate limits subject to Property Owner satisfying its obligations and responsibilities as stated herein.y
- B. **Conditional Approval.** Approval of the annexation of the Property is conditioned upon the terms, conditions and understandings as set forth in this Agreement being fulfilled. The parties understand and agree that, notwithstanding the conditional nature of such zoning approvals hereto, the City Council, on its own motion or at the request of any party hereto, may, in the exercise of its lawful legislative authority:
 - (i) amend the Comprehensive Plan; (ii) extend the municipal corporate boundaries to include any contiguous or adjacent lands; (iii) rezone or revise the zoning designations applicable to the Property; or (iv) approve or amend plats, dedications, use permits, special permits, developments, community unit plans, building permits or other land use controls, as future circumstances may warrant.
- C. **Contribution to Rural Fire Protection District:** Property Owner understands and acknowledges 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 Property or portion thereof being annexed. The Property Owner agrees to pay the City forthwith the amount of any debt of the District which is the proportionally allocated to the Property prior the Property being annexed.

D. **Contribution to Rural Water District.** The Property Owners understands and acknowledges that the City may not furnish water to serve any portion of the Property lying within the boundaries of Lancaster County Rural Water District No. 1 (“District No. 1”) without the consent and approval of District No. 1. The Property Owner desires to be connected to the City’s public water system and therefore agrees to take all steps necessary and pay all the costs required in order to be removed by District No. 1 from said rural water district in order to allow the City to furnish water to the Property. Property Owners agree to take the necessary steps and pay all costs associated with being removed from District No. 1 prior to the earlier of final platting of the property or the issuance of any building permit on the Property.

D. Except as otherwise specifically amended herein, all other terms and conditions of the Annexation Agreement shall remain in full force and effect.

Dated this 10 day of February, 2024. ²²

“CITY”

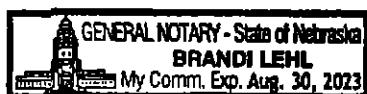
CITY OF LINCOLN, NEBRASKA,
a municipal corporation

By: Leirion Gaylor Baird
Leirion Gaylor Baird, Mayor

STATE OF NEBRASKA)
)
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 10th day of Feb., 2021, by Leirion Gaylor Baird, Mayor of the **City of Lincoln, Nebraska**, a municipal corporation, on behalf of the municipal corporation.

(Seal)



Bruil
Notary Public

“LINCOLN FEDERAL”

**Lincoln Federal Bancorp, Inc., a
corporation**

By:

Leo J. Schumacher, CEO

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 17th day of December, 2021 by Leo J. Schumacher, CEO of **Lincoln Federal Bancorp, Inc.**, a corporation, on behalf of the corporation.

(Seal)



Notary Public

ATTACHMENT "A"
The Property

Lot 2, Marquart Addition, Lancaster County, Nebraska, less tract described in Instrument Number 2016-38146.



**AMENDMENT NO. 5 TO THE
ANNEXATION AGREEMENT FOR THE ROKEBY ROAD COALITION**

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RECITALS

1. The City and Property Owner, along with other property owners in the Rokey Road Coalition, previously entered into the Annexation Agreement for Rokey Road Coalition dated as of January 5, 2015 and filed with the Lancaster County, Nebraska Register of Deeds as Instrument No. 2015001440, which was amended by Amendment No. 1 dated September 28, 2017 and filed with the Lancaster County, Nebraska Register of Deeds as Instrument No. 2017042058, and further amended by Amendment No. 2 dated May 13, 2019 and filed with the Lancaster County, Nebraska Register of Deeds as Instrument No. 2019016834, further amended by Amendment No. 3 dated March 30, 2020, and further Amended by Amendment No. 4 dated October 6, 2020 (collectively "Annexation Agreement"). Capitalized terms not defined herein shall have the meaning set forth in the Annexation Agreement.

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*No
Marquardt*

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 - (i) amend the Comprehensive Plan; (ii) extend the municipal corporate boundaries to include any contiguous or adjacent lands; (iii) rezone or revise the zoning designations applicable to the Property; or (iv) approve or amend plats, dedications, use permits, special permits, developments, community unit plans, building permits or other land use controls, as future circumstances may warrant.
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Dated this 10 day of February, 2024. ²² BL

“CITY”

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

By: Leirion Gaylor Baird
Leirion Gaylor Baird, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 10th day of Feb., 2024, by Leirion Gaylor Baird, Mayor of the City of Lincoln, Nebraska, a municipal corporation, on behalf of the municipal corporation.

(Seal)



Notary Public

“LINCOLN FEDERAL”

**Lincoln Federal Bancorp, Inc., a
corporation**

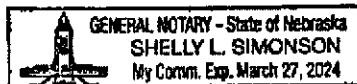
By:

Leo J. Schumacher, CEO

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 17th day of December, 2021 by Leo J. Schumacher, CEO of Lincoln Federal Bancorp, Inc., a corporation, on behalf of the corporation.

(Seal)



Notary Public

ATTACHMENT "A"
The Property

Lot 2, Marquart Addition, Lancaster County, Nebraska, less tract described in Instrument Number 2016-38146.

C E R T I F I C A T E

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 Amendment No. 5 to the Annexation Agreement for the Rokeby Road Coalition between the City of Lincoln and Lincoln Federal Bancorp as approved by Resolution A-93203 by the Lincoln City Council on February 7, 2022, 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 16th day of February, 2022.

A black and white image showing a handwritten signature of "Jerry L. Lofgren" and "City Clerk" on the left, and the official circular seal of the City of Lincoln, Nebraska, on the right. The seal features a profile of Abraham Lincoln and the text "CITY OF LINCOLN" at the top and "LINCOLN COUNTY, NEBRASKA" at the bottom, with "FOUNDED JULY 21, 1857" in the center.