



A88252

11R-41

Introduce: 2-7-11

RESOLUTION NO. A- 86252

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

2 That the agreement titled Amendment No. 1 to the Northbank Junction Conditional

3 Annexation and Zoning Agreement, which is attached hereto, marked as Attachment "A" and made

4 a part hereof by reference, between Roger H. Schwisow, Eldonna Schwisow, Hartland Homes, Inc.

5 and the City of Lincoln, Nebraska, with respect to development of property generally located at

6 North 56th Street and Alvo Road prior to the preparation and submittal of a traffic study, is approved

7 and the Mayor is authorized to execute the Amendment No. 1 to the Northbank Junction Conditional

8 Annexation and Zoning Agreement on behalf of the City.

9 BE IT FURTHER RESOLVED that the City Clerk is directed to return one fully executed

10 copy of this Agreement to the Planning Department, for distribution to the Owners.

11 BE IT FURTHER RESOLVED that the City Clerk is directed to record the Annexation

12 Agreement or a summary memorandum thereof with the Register of Deeds, filing fees to be paid

13 by the Owner.

14 ^{3/4} ✓ BE IT FURTHER RESOLVED that the City Clerk is directed to forward a copy of this

15 Agreement to Michaela Dugan, Impact Fee Administrator.

Introduced by:

AYES: Camp, Carroll, Cook,
Emery, Hornung, Snyder, Spatz;
NAYS: None.

Approved as to Form and Legality:

City Attorney

Approved this 3rd day of March, 2011:

Mayor

ADOPTED
FEB 28 2011
BY CITY COUNCIL

**AMENDMENT NO. 1
TO THE NORTHBANK JUNCTION
CONDITIONAL ANNEXATION AND ZONING AGREEMENT**

This Amendment No. 1 to the Northbank Junction Conditional Annexation and Zoning Agreement is made and entered into this 3rd day of March, 2011 by and between **Roger H. Schwisow, Trustee of the Roger H. Schwisow Revocable Trust, and Eldonna Schwisow, Trustee of the Eldonna Schwisow Revocable Trust**, hereinafter collectively referred to as "Schwisow" and **Hartland Homes, Inc.**, a Nebraska corporation, hereinafter referred to as "Hartland" (Hartland and Schwisow are collectively referred to as "Owners") and the **City of Lincoln, Nebraska**, a municipal corporation, hereinafter referred to as "City."

RECITALS

A. Owners have previously entered into the Northbank Junction Conditional Annexation and Zoning Agreement ("Original Agreement") with the City regarding the development of approximately 60.68 acres as defined in the Original Agreement.

B. The parties wish to amend the term of the Original Agreement with respect to the preparation and submittal to the City of a traffic study prior to submitting an application for H-4 Highway Commercial District zoning north of Alvo Road in order to allow an application for up to 13.5 acres of H-4 zoning to be submitted and approved before a traffic study will be required.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties do agree as follows:

1. That paragraph 3 of the Northbank Junction Conditional Annexation and Zoning Agreement be amended to read as follows:

3. **Traffic Study.** Owners agree no more than 13.5 acres north of Alvo Road may be rezoned to H-4 Highway Commercial District without the completion of to-complete a traffic impact study acceptable to the City's Department of Public Works and Utilities at Owners' own cost and expense ~~prior to submitting an application for H-4 Highway Commercial District zoning north of Alvo Road~~ so that a determination may be made about right-of-way widths, turn lanes and signalization of intersections to the reasonable satisfaction of the Department of Public Works and Utilities. The traffic impact study shall reflect Owners' proposed development of the commercial development north and south of Alvo Road and shall specifically include the estimated trip generation and driveway volume for the peak hour.

2. That all other terms, conditions and provisions of the Northbank Junction Conditional Annexation and Zoning Agreement shall remain in effect and unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the day and year first written above.

ATTEST:


City Clerk



THE CITY OF LINCOLN, NEBRASKA
a municipal corporation

By: 

Chris Beutler, Mayor

HARTLAND HOMES, INC.
a Nebraska corporation

By: [Signature]
Duane Hartman, President

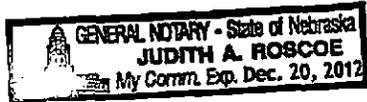
Witness: _____

[Signature]
Roger H. Schwisow, Trustee of the
Roger H. Schwisow Revocable Trust

[Signature]
Eldonna Schwisow, Trustee of the
Eldonna Schwisow Revocable Trust

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

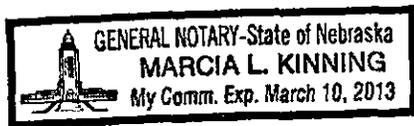
The foregoing instrument was acknowledged before me this 3RD day of March, 2011, by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 17th day of January, 2011, by Duane Hartman, President of Hartland Homes, Inc., a Nebraska corporation.

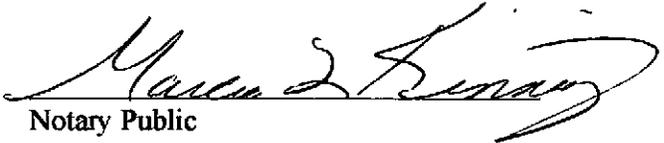


[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 26th day of January, 2011, by Roger H. Schwisow, Trustee of the Roger H. Schwisow Revocable Trust.

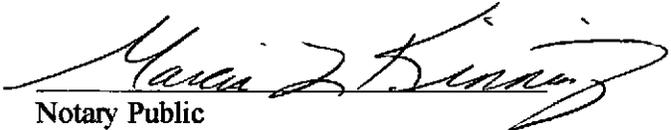



Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 26th day of January, 2011, by Eldonna Schwisow, Trustee of the Eldonna Schwisow Revocable Trust.




Notary Public