



66054

smart # 2100166

10-18-02/law/lb



# CITY OF LINCOLN EXECUTIVE ORDER

NO. 66054

10/24

**BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of Lincoln,  
Nebraska:**

The attached Amendment No. 1 to the Stonebridge Creek Conditional Annexation and Zoning Agreement made and entered into by and between Stonebridge Creek L.L.C. and the City of Lincoln, Nebraska is hereby approved and I have executed said Agreement on behalf of the City of Lincoln.

The City Clerk is directed to send a copy of this Executive Order and the Agreement to the Planning Department.

Dated this 22 day of Oct, 2002.

Don Wesely  
Don Wesely, Mayor

Approved as to Form & Legality:

[Signature]  
Chief Asst. City Attorney

**AMENDMENT NO. 1 TO THE  
STONEBRIDGE CREEK  
CONDITIONAL ANNEXATION AND ZONING AGREEMENT**

This Amendment No. 1 to the Stonebridge Creek Conditional Annexation and Zoning Agreement ("Amendment No. 1") is made and entered into this 22 day of Oct, 2002, by and between **Stonebridge Creek L.L.C.**, a Nebraska limited liability company ("Owner") and the **City of Lincoln, Nebraska**, a municipal corporation ("City").

**RECITALS**

1. Owner and City have previously entered into the Stonebridge Creek Conditional Annexation and Zoning Agreement ("Annexation Agreement") which was approved by Resolution No. A-81075 adopted by the City Council of the City of Lincoln, Nebraska on August 27, 2001.

2. Paragraph 9 of the Annexation Agreement requires the Owner to provide the City with a bond, escrow or other security agreement to insure Owner's share of the cost of the improvements described in the Annexation Agreement as part of the executive order construction process or at the time of final platting of the Property, whichever occurs first.

3. Owner and City desire to amend paragraph 9 to revise the timing of the guarantee for the construction of the North 14th Street and Alvo/Arbor Road street improvements.

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

1. That paragraph 9 of Annexation Agreement be amended to read as follows:

"9. **Security.** Owner shall provide the City a bond, escrow, or other security agreement, approved by the City Attorney to insure Owner's share of the cost of the improvements described in this Agreement as part of the

executive order construction process or at the time of final platting of the Property, whichever occurs first. Notwithstanding the above, a percentage of the required security to guarantee Owner's share of the cost of constructing the North 14th Street Improvements and Alvo/Arbor Road Improvements shall be provided when each phase of the development as approved by Administrative Amendment No. 02030 to Special Permit No. 1845 (Stonebridge Creek Community Unit Plan) is final platted or as part of the executive order construction process, whichever occurs first; except the required security for Phases I, II, and III may be deferred until Phase IV is final platted. The required percentage of the security to be provided at each phase is set forth in the table below:

<b>PHASE</b>	<b>PERCENT OF SECURITY</b>
I	15%
II	10%
III	5%
IV	5%
V	10%
VI	10%
VII	30%
VII	<u>15%</u>
<b>Total</b>	<b>100%</b>

2. Except as modified by this Amendment No. 1, all the terms and conditions of the Annexation Agreement shall remain in full force and effect.

