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2005 MAR 21 A 10:51
LANCASTER COUNTY, NE

INST. NO 2005

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AGREEMENT

THIS AGREEMENT is made and entered into by and between **The Housing Authority of the City of Lincoln, a body corporate and politic, and Presbyterian Welfare Foundation, Inc. a Nebraska non-profit corporation,** hereinafter called "Subdivider", whether one or more, and the **CITY OF LINCOLN, NEBRASKA, a municipal corporation,** hereinafter called "City."

WHEREAS, Subdivider has made application to City for permission to subdivide and for approval of the subdivision plat of **PINE LAKE HEIGHTS SOUTH 11TH ADDITION;** and

WHEREAS, the resolution approving said plat contains certain provisions requiring an agreement between Subdivider and City relating to said plat and the development thereof.

NOW, THEREFORE, IN CONSIDERATION of City granting permission to plat and approval of the plat of **PINE LAKE HEIGHTS SOUTH 11TH ADDITION,** it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the street paving of public streets, as shown on the final plat within two years following the approval of this final plat.

*Olsson Associates
1111 Lincoln Mall
Lincoln ne 68508*

2. The Subdivider agrees to complete the installation of sidewalks along both sides of South 33rd Street, and along the south side of Grainger Parkway, as shown on the final plat within four years following the approval of this final plat.
3. The Subdivider agrees to provide the equivalent cash contribution for a sidewalk along Yankee Hill Road.
4. The Subdivider agrees to complete the public water distribution system to serve this plat within two years following the approval of this final plat.
5. The Subdivider agrees to complete the public wastewater collection system to serve this plat within two years following the approval of this final plat.
6. The Subdivider agrees to complete the enclosed drainage facilities shown on the approved drainage study to serve this plat within two years following the approval of this final plat.
7. The Subdivider agrees to complete the installation of public street lights within this plat within two years following the approval of this final plat.
8. The Subdivider agrees to complete the planting of street trees within this plat as shown on final plat. The planting shall be completed within four years following the approval of this final plat.
9. The Subdivider agrees to complete the installation of the street name signs within two years following the approval of this final plat.
10. The Subdivider agrees to complete the installation of the permanent markers to be installed prior to construction on or conveyance of any lot within this plat.
11. The Subdivider agrees to timely complete any other public or private improvement or facility required by Chapter 26.23 of the Land Subdivision

Ordinance which have not been waived but inadvertently may have been omitted from the above list of required improvements.

12. The Subdivider agrees to submit to the Director of Public Works for review and approval a plan showing proposed measures to control sedimentation and erosion and the proposed method to temporarily stabilize all graded land.

13. The Subdivider agrees to complete the public and private improvements shown on the preliminary plat.

14. The Subdivider agrees to retain ownership of or the right of entry to the outlots in order to maintain the outlots and private improvements on a permanent and continuous basis and to maintain the plants in the medians and islands on a permanent and continuous basis. The Subdivider further agrees to properly and continuously maintain and supervise the private facilities which have common use and benefit and to recognize that there may be additional maintenance issues or costs associated with providing for the proper functioning of stormwater detention/retention facilities as they were designed and constructed and that these are the responsibility of the Subdivider. However, the Subdivider may be relieved and discharged of this maintenance obligation upon creating, in writing, a permanent and continuous association of property owners who would be responsible for said permanent and continuous maintenance. The Subdivider shall not be relieved of such maintenance obligation until the private improvements have been satisfactorily installed and the documents creating the association have been reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

15. The Subdivider agrees to submit to the lot buyers and home builders a copy of the soil analysis.

16. The Subdivider agrees to pay all design, engineering, labor, material, inspection, and other improvement costs except those costs the City Council specifically subsidizes as follows: Per Annexation Agreement #98005 the City is responsible for the installation of curb and gutter and paving of Yankee Hill Road.

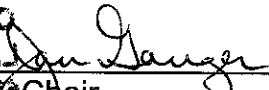
17. The Subdivider agrees to comply with the provisions of the Land Preparation and Grading requirements of the Land Subdivision Ordinance.

18. The Subdivider agrees to relinquish the right of direct vehicular access from Lot 1, Block 1, and Lot 1, Block 2, to Yankee Hill Road.

19. That the agreements contained herein shall be binding and obligatory upon the heirs, successors and assigns of Subdivider.

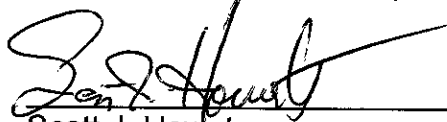
Dated this 23rd day of February, 2004.

THE HOUSING AUTHORITY OF
THE CITY OF LINCOLN,
a body corporate and politic,



Jan Garger, Chair
Board of Commissioners

PRESBYTERIAN WELFARE
FOUNDATION, INC.,
a Nebraska non-profit corporation,



Scott J. Howeter
Director of Development

Pine Lake Heights South 11th Addition

Lot 1, Block 1

Lot 1, Block 2