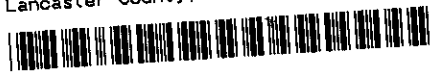


\$43.00

HIMESIO

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Inst # 2006028328 Tue Jun 13 14:14:09 CDT 2006  
Filing Fee: \$43.00  
Lancaster County, NE Assessor/Register of Deeds Office Pages 7  
cpotsc SUAGRT



**AGREEMENT**

THIS AGREEMENT is made and entered into by and between **HiMark Properties, LLC, a Nebraska limited liability company, HiMark Golf, LLC, a Nebraska limited liability company, HiMark Estates Townhomes, Inc., a Nebraska corporation, and Mandel, LLC, a Nebraska limited liability company**, 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 **HIMARK ESTATES 10TH 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 **HIMARK ESTATES 10TH ADDITION** it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the paving of the private roadway shown on the final plat within two years following the approval of this final plat.
2. The Subdivider agrees to complete the installation of sidewalks along both sides of Lammle Circle as shown on the final plat within four years following the approval of this final plat.
3. The Subdivider agrees to complete the public water distribution system to serve this plat within two years following the approval of this final plat.

Planning

4. The Subdivider agrees to complete the public wastewater collection system to serve this plat within two years following the approval of this final plat.
5. The Subdivider agrees to complete the installation of private street lights along Lammle Circle within this plat within two years following the approval of this final plat.
6. The Subdivider agrees to complete the planting of the street trees along Lammle Circle within this plat within four years following the approval of this final plat.
7. The Subdivider agrees to complete the installation of the street name signs within two years following the approval of this final plat.
8. The Subdivider agrees to complete the installation of the permanent markers prior to construction on or conveyance of any lot in the plat.
9. 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.
10. The Subdivider agrees to submit to the Director of Public Works a plan showing proposed measures to control sedimentation and erosion and the proposed method to temporarily stabilize all graded land for approval.
11. The Subdivider agrees to comply with the provisions of the Land Preparation and Grading requirements of the Land Subdivision Ordinance.
12. The Subdivider agrees to complete the public and private improvements shown on the Preliminary Plat and Community Unit Plan.
13. The Subdivider agrees to maintain the outlots and private improvements on a permanent and continuous basis, 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 within the development and these are the responsibility of the Subdivider. Subdivider further 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. However, the Subdivider may be relieved and discharged of such maintenance obligations only upon creating, in writing, a permanent and continuous association of property owners who would be responsible for said permanent and continuous maintenance subject to the following conditions:

- (a) Subdivider shall not be relieved of Subdivider's maintenance obligation for each specific private improvement until a registered professional engineer or nurseryman who supervised the installation of said private improvement has certified to the City that the improvement has been installed in accordance with approved plans; and
- (b) The maintenance agreements are incorporated into covenants and restrictions in deeds to the subdivided property and the documents creating the association and the restrictive covenants have been reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

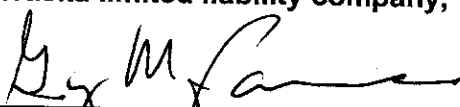
14. The Subdivider agrees to continuously and regularly maintain the street trees along the private roadways on a permanent and continuous basis.

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

16. The Subdivider agrees to relinquish the right of direct vehicular access to Pioneers Boulevard, Old Cheney Road, and South 98th Street from lots abutting said streets except as shown on the approved Community Unit Plan.

Dated this 2nd day of May, 2006.

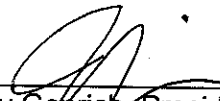
**HIMARK PROPERTIES, LLC,**  
a Nebraska limited liability company,

  
\_\_\_\_\_  
Guy M. Lammle, Managing Member

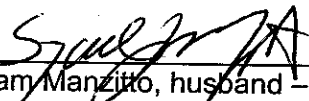
**HIMARK GOLF, LLC,  
a Nebraska limited liability company,**


  
\_\_\_\_\_  
Guy M. Lammle, Managing Member

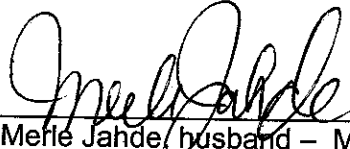
**HIMARK ESTATES TOWNHOMES, INC.  
a Nebraska corporation,**

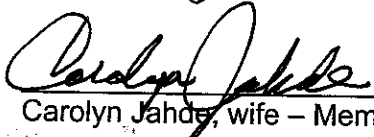
  
\_\_\_\_\_  
Jerry Gerich, President

**MANDEL, LLC,  
a Nebraska limited liability company,**

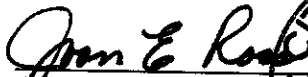
By:   
\_\_\_\_\_  
Sam Manzitto, husband - Member

By:   
\_\_\_\_\_  
Jane Manzitto, wife - Member

By:   
\_\_\_\_\_  
Merle Jahde, husband - Member

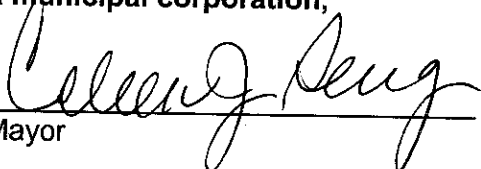
By:   
\_\_\_\_\_  
Carolyn Jahde, wife - Member

ATTEST:

  
Joan E. Rood  
City Clerk



**CITY OF LINCOLN, NEBRASKA,  
a municipal corporation,**

  
\_\_\_\_\_  
Colleen J. Peng  
Mayor

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of April, 2006, by Guy M. Lammler, Managing Member of HiMark Properties, LLC, a Nebraska limited liability company.

Gerald L. Kamtz  
Notary Public



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of April, 2006, by Guy M. Lammler, Managing Member of HiMark Golf, LLC, a Nebraska limited liability company.

Gerald L. Kamtz  
Notary Public



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of April, 2006, by Jerry Genrich, President of HiMark Estates Townhomes, Inc., a Nebraska corporation.

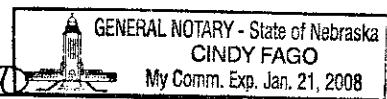
Cindy Fago  
Notary Public



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of April, 2006, by Sam Manzitto, husband, Member of Mandel, LLC, a Nebraska limited liability company.

Cindy Fago  
Notary Public



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of April, 2006, by Jane Manzitto, wife, Member of Mandel, LLC, a Nebraska limited liability company.

Cindy Fago  
Notary Public

--

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of April, 2006, by Merle Jahde, husband, Member of Mandel, LLC, a Nebraska limited liability company.

Cindy Fago  
Notary Public

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STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of April, 2006, by Carolyn Jahde, wife, Member of Mandel, LLC, a Nebraska limited liability company.

Cindy Fago  
Notary Public

--

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of May, 2006, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.

--

Teresa J. Meier  
Notary Public

**HiMark Estates 10<sup>th</sup> Addition**

Outlots "A" and "B"

Lots 1 through 13, Block 1

Lot 1, Block 2

