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Inst # 2007060073 Thu Dec 13 14:37:31 CST 2007  
Filing Fee: \$56.00  
Lancaster County, NE Assessor/Register of Deeds Office SUAGRT  
Pages 7



**AGREEMENT**

THIS AGREEMENT is made and entered into by and between **Firethorn Utility Service Co., a Nebraska corporation, Firethorn Golf Company, LLC, a Nebraska limited liability company, and FT Development Company, Inc., a Nebraska 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 **FIRETHORN 27TH ADDITION;** and

WHEREAS, the Planning Director's letter regarding corrections needed for the City to complete the review and approval of 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 **FIRETHORN 27TH 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 private sanitary sewer to serve this plat within two years following the approval of this final plat.
3. Intentionally omitted.

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4. 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.

5. 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.

6. 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.

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

8. The Subdivider agrees to complete the public and private improvements shown on the Community Unit Plan.

9. 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.

10. The Subdivider agrees to keep taxes and special assessments on the outlots from becoming delinquent.

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

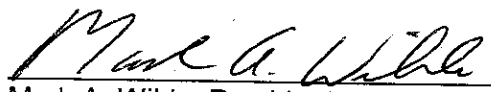
12. The Subdivider agrees to pay all design, engineering, labor, material, inspection, and other improvement costs.

13. The Subdivider agrees to relinquish the right of direct vehicular access to Van Dorn Street, Pioneers Blvd., and South 98th Street except as shown on the final plat.

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

Dated this 13<sup>th</sup> day of November, 2007.

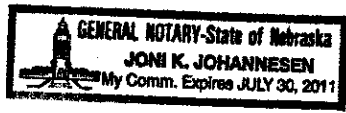
FIRETHORN UTILITY SERVICE CO.,  
a Nebraska corporation,

  
Mark A. Wible, President



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of November, 2007, by Mark A. Wible, President of FT Development Company, Inc., a Nebraska corporation.



Joni K. Johannesen  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of December, 2007, by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Sandy L. Dubas  
Notary Public

## **Firethorn 27<sup>th</sup> Addition**

Block 1: Lots 1 through 20

Block 2: Lots 1 and 2

Block 3: Lot 1

Block 4: Lot 1

Outlots: "A" through "R"

**RATIFICATION OF FIRETHORN 27TH ADDITION FINAL PLAT  
AND  
GRANT OF EASEMENTS**

WHEREAS, the Planning Director for the City of Lincoln, Nebraska has accepted and approved the final plat designated as Firethorn 27th Addition, as an addition to the City of Lincoln, Nebraska; and

WHEREAS, said final plat contained the dedication attached hereto marked as Attachment A ("Dedication") and was executed by Firethorn Golf Company LLC, a Nebraska limited liability company, and Firethorn Utility Service Co., a Nebraska corporation, as owners; and

WHEREAS, doubts have arisen as to the sufficiency of the Dedication as said final plat was not executed by the undersigned Owner, FT Development Company, Inc. a Nebraska corporation.

WITNESSETH that in consideration of the approval of the final plat of Firethorn 27th Addition and to effect said final plat, the undersigned FT Development Company, Inc., as owner, does hereby ratify and confirm said Firethorn 27th Addition final plat and the Dedication therein, and hereby conveys and grants unto the City of Lincoln, Nebraska, a municipal corporation, Windstream Nebraska, Inc., Time Warner Entertainment - Advance/Newhouse, Aquila, and Lincoln Electric System, their successors and assigns the easements shown on said final plat for the purposes described in the Dedication as their interest may appear in said Dedication.

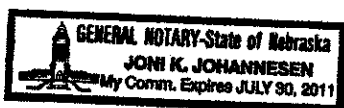
Dated this 13<sup>th</sup> day of November, 2007.

FT Development Company, Inc.  
a Nebraska corporation

By: Mark A. Wible  
Mark A. Wible, President

STATE OF NEBRASKA    )  
                                  ) ss.  
LANCASTER COUNTY    )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of November, 2007, by Mark A. Wible, President of FT Development Company, Inc., a Nebraska corporation, on behalf of said corporation.



Joni K. Johannesen  
Notary Public