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Lancaster County, NE Assessor/Register of Deeds Office SUAGRT
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AGREEMENT

THIS AGREEMENT is made and entered into by and between **Ridge Development Company, a Nebraska corporation, and Southview, 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 **GRAINGER HEIGHTS 1ST 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 **GRAINGER HEIGHTS 1ST ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the paving of private roadways as 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 as as shown on the final plat within four years following the approval of this final plat.
3. The Subdivider agrees to complete the enclosed private drainage facilities shown on the approved drainage study to serve this plat within two years following the approval of this final plat.

4. The Subdivider agrees to complete the installation of public street lights within this plat within two years following the approval of this final plat.
5. The Subdivider agrees to complete the installation of private street lights 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 within this plat within four years following the approval of this final plat.
7. The Subdivider agrees to complete the planting of the street trees along S. 40th Street within two years following the approval of this final plat.
8. The Subdivider agrees to complete the planting of the landscape screen along S. 40th Street within two 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 comply with the provisions of the Land Preparation and Grading requirements of the Land Subdivision Ordinance.
14. The Subdivider agrees to complete the public and private improvements on a permanent and continuous basis.

15. 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.

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

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

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

19. The Subdivider agrees to relinquish the right of direct vehicular access to South 40th Street from abutting lots.

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

Dated this 21st day of December, 2006.

RIDGE DEVELOPMENT COMPANY,
a Nebraska corporation,

By: Thomas E. White
Thomas E. White
President of Development Division

RIDGE DEVELOPMENT COMPANY,
a Nebraska corporation,

By: John Brager
John Brager
President of Construction Division

SOUTHVIEW, INC.
a Nebraska corporation,

By: John F. Schleich
John F. Schleich, President

ATTEST:

Jim E. Ross
City Clerk

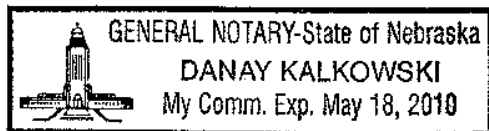


CITY OF LINCOLN, NEBRASKA,
a municipal corporation

Colleen J. Seng
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

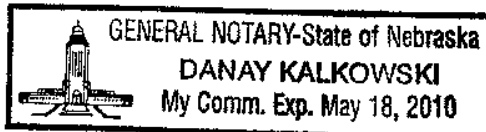
The foregoing instrument was acknowledged before me this 13 day of December, 2006, by Thomas E. White, President of Development Division, Ridge Development Company, a Nebraska corporation.



Danay Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

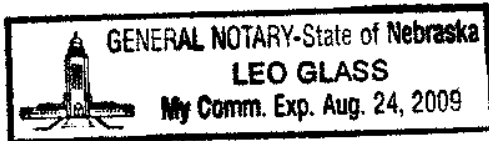
The foregoing instrument was acknowledged before me this 13 day of December, 2006, by John Brager, President of Construction Division, Ridge Development Company, a Nebraska corporation.



Danay Kalkowski
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 15th day of December, 2006, by John F. Schleich, President of Southview, Inc., a Nebraska corporation.



Leo Glass
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 21st day of December, 2006, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Sandy L. Dubas
Notary Public

GRAINGER HEIGHTS 1ST ADDITION

LOTS 1 THROUGH 130

OUTLOT "A"