



04080313

INST. NO 2004

2004 DEC 16 A 11:04

080313

LANCASTER COUNTY, NE

76.50

BLOCK

CODE

NORTH HILLS

CHECKED

ENTERED

ENTERED

AGREEMENT

THIS AGREEMENT is made and entered into by and between Southview Inc., a Nebraska corporation, and North Hills Limited Partnership, a Nebraska limited partnership, 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 NORTH HILLS 5TH 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 NORTH HILLS 5TH ADDITION, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the street paving of Latham Street, Pegram Drive, Morton Street, N. 15th Street, Rockford Drive, Moreland Court, and temporary turnarounds and barricades located at the temporary dead-end of the streets 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 Latham Street, Pegram Drive, Morton Street, N. 15th Street, Rockford Drive, and Moreland Court as shown on the final plat within four years following the approval of this final plat.

3. The Subdivider agrees to complete the installation of sidewalks along both sides of Fletcher Avenue and the east side of N. 14th Street as shown on the final plat within four years following the approval of this final plat.

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 as shown on the approved drainage study within two years following the approval of this final plat.

7. The Subdivider agrees to complete the land preparation including storm water detention/retention facilities and open drainage way improvements to serve this plat prior to the installation of utilities and improvements but not more than two years following the approval of this final plat.

8. The Subdivider agrees to complete the installation of public street lights along Fletcher Avenue, Latham Street, Pegram Drive, Morton Street, N. 15th Street, Rockford Drive, and Moreland Court within this plat within two years following the approval of this final plat.

9. The Subdivider agrees to complete the planting of the street trees along Fletcher Avenue, Latham Street, Pegram Drive, Morton Street, N. 15th Street, Rockford Drive, Moreland Court, and the east side of N. 14th Street within this plat within four years following the approval of this final plat.

10. The Subdivider agrees to complete the installation of street name signs within this plat within two years following the approval of this final plat.

11. The Subdivider agrees to complete the installation of the permanent markers prior to construction on or conveyance of any lot in the plat.

12. The Subdivider agrees to complete any other public or private improvement or facility required by Chapter 26.23 (Development Standards) of the Land Subdivision Ordinance in a timely manner which have not been waived and which inadvertently may have been omitted from the above list of required improvements.

13. 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.

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

15. 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 agrees to properly and

continuously maintain and supervise the private facilities which have common use or benefit, and to recognize that there may be additional maintenance issues or costs associated with providing for the proper functioning of storm water detention/retention facilities as they were designed and constructed within the development 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.

16. The Subdivider agrees to continuously and regularly maintain the street trees along the private roadways and landscape screens.

17. The Subdivider agrees to submit to 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 comply with the provisions of the Land Subdivision Ordinance regarding land preparation.

20. The Subdivider agrees to protect the trees that are indicated to remain during construction and development.

21. The Subdivider agrees to properly and continuously maintain and supervise the private facilities which have common use or benefit, and to recognize

that there may be additional maintenance issues or costs associated with providing for the proper functioning of storm water detention/retention facilities as they were designed and constructed within the development, and that these are the responsibility of the land owner.

22. The Subdivider agrees to timely complete the public and private improvements and facilities required by Chapter 26.23 of the Land Subdivision Ordinance which have not been waived including but not limited to the list of improvements described above.

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

Dated this 14th day of December, 2004.

NORTH HILLS LTD PARTNERSHIP,
a Nebraska limited partnership

By: SOUTHVIEW, INC.,
a Nebraska corporation,
General Partner




Witness


John F. Schleich, Vice President

By: RIDGE DEVELOPMENT CO.,
a Nebraska corporation,
General Partner



Witness


Thomas E. White
President of Development

By: RIDGE DEVELOPMENT CO.,
a Nebraska corporation,
General Partner

[Signature]
Witness

[Signature]
John C. Brager
President of Construction

SOUTHVIEW INC.
a Nebraska corporation,

[Signature]
Witness

[Signature]
John F. Schliech, Vice President

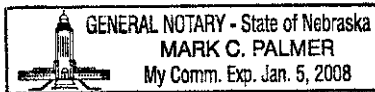
ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

[Signature]
City Clerk


[Signature]
Mayor

STATE OF NEBRASKA)
) SS.
COUNTY OF LANCASTER)



The foregoing instrument was acknowledged before me this 2ND day of December, 2004, by John F. Schliech, as Vice President of Southview Inc., a Nebraska corporation, as General Partner of North Hills Limited Partnership, a Nebraska limited partnership.

[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

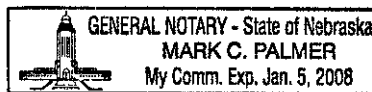


The foregoing instrument was acknowledged before me this 2ND day of December, 2004, by Thomas E. White, as President of Development Division, Ridge Development Co., a Nebraska corporation, as General Partner of North Hills Limited Partnership, a Nebraska limited partnership.



Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

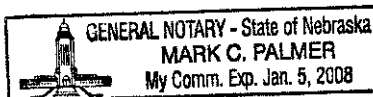


The foregoing instrument was acknowledged before me this 3RD day of December, 2004, by John C. Brager, as President of Construction Division, Ridge Development Co., a Nebraska corporation, as General Partner of North Hills Limited Partnership, a Nebraska limited partnership.



Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)



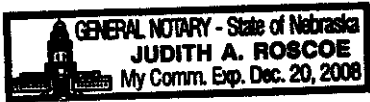
The foregoing instrument was acknowledged before me this 2ND day of December, 2004, by John F. Schleich, Vice President of Southview Inc, a Nebraska corporation.



Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 14~~th~~ day of December, 2004, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Judith A. Roscoe

Notary Public

NOV 18 2004
10:58 AM
LANCASTER NE

North Hills 5th Addition

Block 1: lots 1 through 7

Block 2: lots 1 through 11

Block 3: lots 1 through 12

Block 4: lots 1 through 24

Block 5: lots 1 through 6

Outlots "A", "B", and "C"