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INST. NO 2004

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LALLOASTER COUNTY, NE

E069297

AGREEMENT

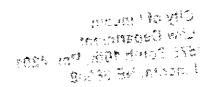
THIS AGREEMENT is made and entered into by and between Woods Investment Company, a Nebraska corporation, hereinafter called "Subdivider", whether one or more, and the CITY OF LINCOLN, NEBRASKA, a municipal corporation, hereinafter called "City."

WHEREAS, Subdivider has made application to City for permission to subdivide and for approval of the subdivision plat of **ROLLING HILLS RIDGE 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 **ROLLING HILLS RIDGE ADDITION**, it is agreed by and between Subdivider and City as follows:

- 1. The Subdivider agrees to complete the street paving and temporary turnarounds and barricades located at the temporary dead-end of the streets 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 along both sides of the streets as shown on the final plat within four years following the approval of this final plat. The Subdivider further agrees to complete installation of sidewalks in the pedestrian way easements shown on the final plat at the same time as streets are completed.



- 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.
- 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 enclosed drainage facilities as shown on the approved drainage study to serve this plat within two years following the approval of this final plat.
- 6. The Subdivider agrees to complete the installation of public street lights within this plat within two years following the approval of this final plat.
- 7. The Subdivider agrees to complete the planting of the street trees within this plat within four years following the approval of this final plat.
- 8. The Subdivider agrees to complete the installation of the street name signs within two years following the approval of this final plat.
- 9. The Subdivider agrees to complete the installation of the permanent markers prior to construction on or conveyance of any lot in the plat.
- 10. 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 inadvertently may have been omitted from the above list of required improvements.
- 11. 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.

- 12. The Subdivider agrees to complete the public and private improvements shown on the preliminary plat and community unit plan.
- a permanent and continuous basis and to maintain the plants in the medians and islands on a permanent and continuous basis. 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.
- 14. The Subdivider agrees to submit to the lot buyers and home builders a copy of the soil analysis.
- 15. Th Subdivider agrees to pay all design, engineering, labor, material, inspection, and other improvement costs except for a subsidy for the 12" water main in Old Farm Road specifically approved by the City Council.
- 16. The Subdivider agrees to comply with the provisions of the Land Preparation and Grading requirements of the Land Subdivision Ordinance.
- 17. The Subdivider agrees to construct the sidewalk in the pedestrian way easement from Rolling Hills Court to either South 19th Street, Ridgeline Drive, or South 21st Street per Special Permit 634A at the same time as adjacent streets are paved and to agree that no building permit shall be issued for construction on lots

- 0 f. \$2006 ment - 10 met 1600 fan 4**20**1 adjacent to the easement until such time as the sidewalk in the pedestrian way easement is constructed.

18. The Subdivider agrees to continuously and regularly maintain the sidewalks in the pedestrian way easement at their own cost and expense.

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

20. 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.

21. 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.

22. The Subdivider agrees to post the required security to guarantee completion of the required improvements if the improvements are not completed prior to approval of this final plat.

Dated this <u>J9</u> day of <u>December</u>, 2003.

WOODS INVESTMENT COMPANY, a Nebraska corporation,

Taxe Words

F. Pace Woods

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ATTEST:	CITY OF LINCOLN, NEBRASKA, a mynicipal corporation
City Clerk	Coleen Seng
STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.)
	was acknowledged before me this <u>29</u> day of ace Woods, owner of Woods Investment Company, a
GENERAL NOTARY - State of Ne DONNA M. TYLEF My Comm. Exp. March 23,	work in sight
STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.)
The foregoing instrument	was acknowledged before me this <u>Sth</u> day of een J. Seng, Mayor of the City of Lincoln, Nebraska, a
GENERAL NOTARY - State of Nebreste JUDITH A. ROSCOE My Comm. Exp. Dec. 20, 2004	Notary Public Torce

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ROLLING HILLS RIDGE ADDITION

Block 1 Lots 1, 2, 3, 4, 5, 6, 7

Block 2 Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25

Block 3 Lots 1, 2, 3

no blocks Outlots A, B, C, D