

75809
\$41.00

ROHRII
~



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 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 **ROLLING HILLS RIDGE 1ST ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the paving of the public 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 all streets 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.
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 public street lights along streets 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 two 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 to be installed prior to construction on or conveyance of any lot within this 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 for review and approval a plan showing proposed measures to control sedimentation and erosion and the proposed method to temporarily stabilize all graded land.
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 or Special Permit 634D for Skyline Rolling Hills Community Unit Plan.
13. The Subdivider agrees to maintain the outlots and private improvements on a permanent and continuous basis.
14. The Subdivider agrees to maintain the plants in the medians and island on a permanent and continuous basis.

15. The Subdivider agrees to maintain and supervise the private facilities which have common use or benefit 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 submit to the lot buyers and home builders a copy of the soil analysis.

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

Dated this 7th day of March, 2006.

WOODS INVESTMENT COMPANY,
a Nebraska corporation,

W F Hoppe
F. Pace Woods II, President
W F Hoppe Vice

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

Jean E. Ross
City Clerk



Coleen J. Seng
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 7th day of March, 2006, by ~~F. Pace Woods II~~, President of Woods Investment Company, a Nebraska corporation. *W F Hoppe Vice*



Lori A. Bock
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 13th day of March, 2006, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Judith A. Roscoe
Notary Public

Rolling Hills Ridge 1st Addition Lot list

Lot Block

1 1
2 1
3 1
4 1

1 2
2 2
3 2
4 2
5 2
6 2
7 2
8 2
9 2
10 2
11 2
12 2

1 3
2 3
3 3
4 3
5 3
6 3
7 3

1 4
2 4
3 4
4 4
5 4
6 4
7 4

Outlots

A
B