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LANCASTER COUNTY, NE

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AGREEMENT

THIS AGREEMENT is made and entered into by and between Allegrini Commons One, L.L.C., a Nebraska limited liability company, and Pine Lake Development, L.L.C., a Nebraska limited liability company, 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 ALLEGRINI TERRACE 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 ALLEGRINI TERRACE 1ST ADDITION, it is agreed by and between Subdivider and City as follows:

1. 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.
2. The Subdivider agrees to complete the private improvements and facilities shown on the preliminary plat and community unit plan.
3. The Subdivider agrees to submit to lot buyers and home builders a copy of the soil analysis.

LI-461, LI-2062, LI-483, LI-1484, LI-885, LI-1286, LI-887, LI-1088, LI-489, OLA, OLB

Becky - Planning Dep

4. The Subdivider agrees to pay all improvement costs except that the City agrees to subsidize the cost of paving over 27' in width in S. 88th Street.

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

6. The Subdivider agrees to relinquish the right of direct vehicular access from all lots to Pine Lake Road.

7. The Subdivider agrees to comply with the terms and conditions of the agreement between the subdivider and City as described in a written agreement between the subdivider and the City regarding the ownership, easements, installation, maintenance, trash pick up and recreation improvements for the mini-park site and bike trails, with terms and conditions acceptable to the Director of the Parks and Recreation Department regarding the mini-park site and bike trails.

8. The Subdivider agrees to inform all purchasers and users that the land is potentially located within a 100 year flood plain and that the grading of the lot shall be in conformance with grading plan approved with the Vintage Heights 3rd Addition Preliminary Plat #02017 or as amended by the Director of Planning.

9. The Subdivider agrees that no portion of a lot shall be graded below the potential 100 year storm elevation shown on the approved preliminary plat.

10. The Subdivider agrees that with the exception of installation, repair, and replacement of road improvements, stormwater and drainage improvements, utilities and pedestrian sidewalks and trails approved with a plat or community unit plan, all

wetlands on the site must be preserved, subject to any wetland improvements or wetland expansions from off-site wetland mitigation.

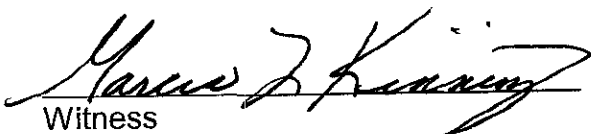
11. The Subdivider agrees that Lots 1-4, Block 9 shall not have stockade fences adjacent to S. 91st Street.

12. The Subdivider agrees to maintain the outlots, sidewalks in the pedestrian way easements, landscape screens, street trees along the private roadways, plants in the medians and islands, and other private improvements including the proper functioning of the storm water detention/retention facilities as they were designed and constructed as 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 document or documents creating said property owners association have been reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

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

Dated this 27<sup>th</sup> day of August 2003.

Allegrini Commons One, L.L.C.  
a Nebraska limited liability company,

  
Witness

  
Breck C. Collingsworth, Member

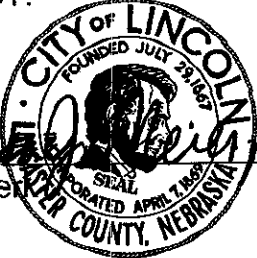
Pine Lake Development, L.L.C.,  
a Nebraska limited liability company,

Karen B. Keating  
Witness

Robert D. Hampton  
Robert Hampton, Managing Member

ATTEST:

CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

Teresa E. Smith  
Deputy  
City Clerk  


Coleen J. Seng  
Coleen J. Seng, Mayor

STATE OF NEBRASKA          )  
  ) ss.  
COUNTY OF LANCASTER      )

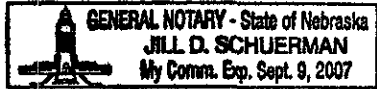
The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of August, 2003, by Breck C. Collingsworth, Member of Allegrini Commons One, L.L.C., a Nebraska limited liability company.



Jill D. Schuerman  
Notary Public

STATE OF NEBRASKA          )  
  ) ss.  
COUNTY OF LANCASTER      )

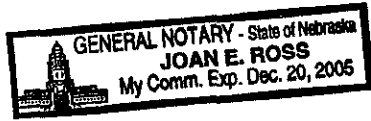
The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of August, 2003, by Robert D. Hampton, Managing Member of Pine Lake Development, L.L.C., a Nebraska limited liability company.



Jill D. Schuerman  
Notary Public

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of September, 2003, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Joan E. Ross  
Notary Public

City of Lincoln  
Law Department  
625 South 10th  
Lincoln, NE 68508  
4501



CITY OF LINCOLN  
EXECUTIVE ORDER

NO. 68284

BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of Lincoln,  
Nebraska:

On behalf of the City I have executed the attached Subdivision Agreement for **Allegrini Terrace 1st Addition** Final Plat on property located in Outlot B and Outlot C, Allegrini Terrace Addition in the Southwest Quarter of Section 14, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska.

The attached Irrevocable Commercial Letter of Credit No. 62828 for the account of Allegrini Commons One, L.L.C. in the amount of \$474,185.00 is hereby accepted as the required security to guarantee the installation of improvements within Allegrini Terrace 1st Addition.

The City Clerk is directed to return an original Subdivision Agreement to the Planning Director to be filed with the Register of Deeds along with the approved final plat. The City Clerk is directed to return copies of this Executive Order and the Irrevocable Commercial Letter of Credit to the Planning Department.

The City Clerk is directed to deliver this Irrevocable Commercial Letter of Credit No. 62828 to the City Treasurer.

Dated this 11 day of Sept, 2003.

Coleen J. Seng  
Coleen J. Seng, Mayor

Approved as to Form & Legality:

[Signature]  
Chief Asst. City Attorney