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LANCASTER COUNTY, NE

INST. NO 2005

001474

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AGREEMENT

THIS AGREEMENT is made and entered into by and between Developments Unlimited, LLP, a Nebraska limited liability partnership,, formerly known as Pine Lake Heights Joint Venture LLP, hereinafter called "Subdivider", whether one or more, and the CITY OF LINCOLN, NEBRASKA, a municipal corporation, hereinafter called "City."

570 Area 605  
50 P Credit OLS

WHEREAS, Subdivider has made application to City for permission to subdivide and for approval of the subdivision plat of **BIG THOMPSON CREEK 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 **BIG THOMPSON CREEK 1ST ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the street paving 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 the east side of South 56th Street and the north side of Yankee Hill Road 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 the sidewalk in the pedestrian way easement between Lots 6, 7, 28, and 29, Block 12 at the same time as either Bridle Lane or Clear Creek Drive is paved and agrees that no building

Planned

permit shall be issued for construction on Lots 6, 7, 28, and 29, Block 12, until such time as the sidewalk in the pedestrian way easement is constructed.

4. The Subdivider agrees to complete the public water distribution system as shown on the approved preliminary 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 to serve this plat within two years following the approval of this final plat.

7. The Subdivider agrees to complete the installation of public street lights within this plat within two years following the approval of this final plat.

8. The Subdivider agrees to complete the installation of public street trees within this plat 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 has not been waived, but which 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 complete the public and private improvements shown on the preliminary plat.

14. 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. 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 owners 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.

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

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

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

18. The Subdivider agrees to perpetually maintain the sidewalks in the pedestrian way easements on Lots 6, 7, 28, and 29, Block 12, at their own cost and expense.

19. 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.

20. The Subdivider agrees to relinquish the right of direct vehicular access to either South 56th Street or Yankee Hill Road from abutting lots.

21. The Subdivider agrees that building permits shall not be issued for lots south of the centerline of Bridle Lane until construction has commenced on Phase 1 of the Beal Slough Trunk Sewer Relief Project.

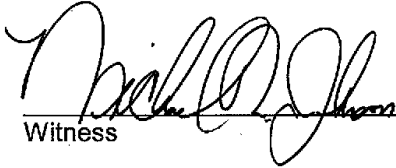
22. The Subdivider agrees that pursuant to the prior annexation agreement: (a) impact fees will be collected from development based on the number of lots and the type of development in this final plat; and (b) due to a court challenge to the collection of impact fees, the City is requiring security in an amount to be determined adequate to guarantee the necessary contribution to cover part of the cost of providing infrastructure (such as water, sanitary sewer, arterial streets, parks and trails) necessitated by development of the lots within this plat. The Subdivider agrees that, if for any reason the impact fees are not valid or otherwise enforceable, the Subdivider will pay this pre-determined amount.

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

Dated this 20<sup>th</sup> day of December, 2004.

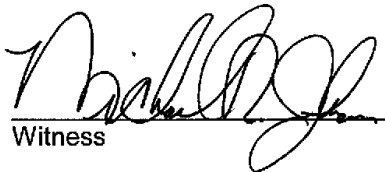
DEVELOPMENTS UNLIMITED LLP  
a Nebraska limited liability partnership,  
formerly known as Pine Lake Heights  
Joint Venture, LLP

By: RIDGE DEVELOPMENT COMPANY,  
a Nebraska corporation, partner

  
Witness

By:   
Thomas E. White  
President of Development Division


By: RIDGE DEVELOPMENT COMPANY,  
a Nebraska corporation, partner

  
Witness

By:   
John Brager  
President of Construction Division

By: SOUTHVIEW, INC.  
a Nebraska corporation, partner

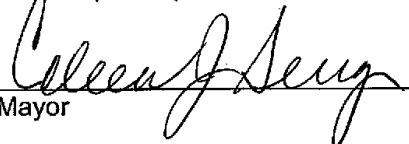
  
Witness

By:   
John F. Schleich, Vice President

ATTEST:

  
City

CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

  
Mayor

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

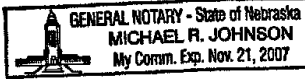
The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of December, 2004, by Thomas E. White, President of Development Division, Ridge Development Company, a Nebraska corporation, partner of Developments Unlimited LLP, a Nebraska limited liability partnership, formerly known as Pine Lake Heights Joint Venture LLP.



*[Signature]*  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of December, 2004, by John Brager, President of Construction Division, Ridge Development Company, a Nebraska corporation, partner of Developments Unlimited LLP, a Nebraska limited liability partnership, formerly known as Pine Lake Heights Joint Venture LLP.

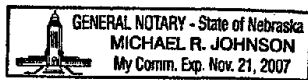


*[Signature]*  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of December, 2004, by ~~Thomas E. White~~ *John F. Schleich*, President of Southview, Inc., a Nebraska corporation, partner of Developments Unlimited LLP, a Nebraska limited liability partnership, formerly known as Pine Lake Heights Joint Venture LLP.

\* John F. Schleich, Vice



*[Signature]*  
Notary Public

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 4th day of Jan, 2005, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Judith A. Roscoe  
Notary Public

**BIG THOMPSON CREEK 1<sup>ST</sup> ADDITION**

BLOCK 1: LOTS 1 THROUGH 8  
BLOCK 2: LOTS 1 THROUGH 13  
BLOCK 3: LOTS 1 THROUGH 5  
BLOCK 4: LOTS 1 THROUGH 8  
BLOCK 5: LOT 1  
BLOCK 6: LOTS 1 THROUGH 24  
BLOCK 7: LOTS 1 THROUGH 12  
BLOCK 8: LOTS 1 THROUGH 12  
BLOCK 9: LOTS 1 THROUGH 17  
BLOCK 10: LOTS 1 THROUGH 12  
BLOCK 11: LOTS 1 THROUGH 37  
BLOCK 12: LOTS 1 THROUGH 35  
OUTLOTS: "A" AND "B"