



\$ 37.50

BLOCK

04028310

INST. NO 2004

2004 MAY -5 A 10: 23

0 2 8 3 1 0

LANCASTER COUNTY, NE

CODE  
PF BUPA  
CHECKED  
ENTERED  
P. [Signature]

## AGREEMENT

THIS AGREEMENT is made and entered into by and between **Pioneers Business Park, L.L.C.**, 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 final plat of **PIONEER BUSINESS PARK ADDITION**, a subdivision of Lots 54 and 94 Irregular Tracts and Outlot A, Sutherland Park 1st Addition, located in the Southwest Quarter of Section 2, Township 9 North, Range 6 East of the 6th P.M., Lincoln, Lancaster County, Nebraska; and

WHEREAS, the City Planning Director has approved said plat upon condition that Subdivider enters into an agreement between Subdivider and City relating to said final plat and the development thereof.

NOW, THEREFORE, IN CONSIDERATION of City granting permission to plat and approval of the final plat of **PIONEER BUSINESS PARK ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the street paving of S. 6th Street 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 S. 6th Street and the south side of Calvert Street as shown on the final plat within four years following the approval of this final plat.
3. The Subdivider agrees to complete the public water

Charge EDC \$37.50

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 and the installation of the private sanitary sewer lift station and associated private 4" forced sanitary sewer main within this addition to serve this plat within two years following the approval of this final plat.

5. The Subdivider agrees to complete the enclosed drainage facilities 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 along S. 6th Street 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 along Calvert Street and S. 6th Street 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 for review and approval a plan showing proposed measures to control sedimentation and erosion and the proposed method to temporarily stabilize all graded land.

12. The Subdivider agrees to continuously and regularly maintain the street trees.

13. The Subdivider agrees to submit to the lot buyers a copy of the soil analysis.

14. The Subdivider agrees to pay all improvement costs.

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

16. The Subdivider agrees to inform all purchasers and users that the land is located within the 100 year floodplain and that the grading of the lots and outlots shall be in conformance with the grading plan approved with the Pioneer Business Park Addition Preliminary Plat #03002 or as amended by the Director of Planning. The volume of fill material brought into each lot and outlot from outside the floodplain shall not exceed that shown on the approved grading plan accompanying the preliminary plat.

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

18. The Subdivider agrees to relinquish the right of direct vehicular access to Pioneers Blvd.

19. The Subdivider agrees to maintain the outlots and private improvements 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.

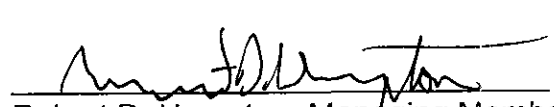
20. The Subdivider agree to not object to any future valid and legal assessments for repaving and curb and gutter in Pioneers Blvd.

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 a bond or other approved security in the amount of \$118,200.00, \$35,800.00, \$34,800.00, \$63,400.00, \$58,900.00, \$42,400.00, \$10,560.00, \$115.00, and \$1,150.00 as required in paragraphs 1 through 9 above, respectively, to guarantee completion of the required improvements if the improvements are not completed prior to approval of this final plat.

Dated this 3 day of February

  
PIONEER BUSINESS PARK, L.L.C.,  
a Nebraska limited liability company,

  
Robert D. Hampton, Managing Member

ATTEST:

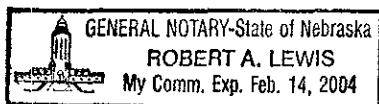


CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

Coleen J. Seng  
Mayor

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER            )

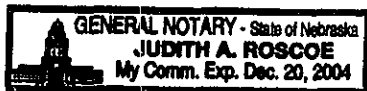
The foregoing instrument was acknowledged before me this 3 day of February, 2008, by Robert D. Hampton, managing member of Pioneer Business Park L.L.C., a Nebraska limited liability company.



Robert A. Lewis  
Notary Public

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER            )

The foregoing instrument was acknowledged before me this 4th day of March, 2008, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Judith A. Roscoe  
Notary Public  
Lincoln, Nebraska  
80020-0000

Pioneer Business Park Addition

- Lot 1    Block 1
- Lot 2    Block 1
- Lot 3    Block 1
- Lot 4    Block 1
- Lot 5    Block 1
- Lot 6    Block 1
- Lot 7    Block 1

- Lot 1    Block 2
- Lot 2    Block 2
- Lot 3    Block 2
- Lot 4    Block 2
- Lot 5    Block 2
- Lot 6    Block 2
- Lot 7    Block 2

Outlot A