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INST. NO 200 4

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LANCASTER COUNTY, NE

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## AGREEMENT

THIS AGREEMENT is made and entered into by and between **Pioneers Business Park, L.L.C., a Nebraska limited liability company, and Sutherland Park Partners, 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 final plat of **PIONEER BUSINESS PARK 1ST ADDITION**, a subdivision of Lot 94 and Outlot A, Sutherland Park 1st Addition, and Outlot A, Pioneer Business Park 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 1ST ADDITION**, it is agreed by and between Subdivider and City as follows:

Planning Dept

1. The Subdivider agrees to complete the street paving of S. 6th Street, Lowell Street, and Lowell Circle 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, Lowell Street, and Lowell Circle, 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 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 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, Lowell Street, and Lowell Circle, 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 S. 6th Street, Lowell Street, Lowell Circle, and Pioneers Blvd. 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 timely complete any other public or private improvement or facility required by Chapter 26.23 (Development Standards) of the Land Subdivision Ordinance 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 complete the public improvements shown on the preliminary plat.

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

14. The Subdivider agrees to pay all design, engineering, labor, material, inspection, and other 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 from Lots 5 and 6, Block 1, to Pioneers Blvd.

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

Dated this 21 day of September, 2004.

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

  
Robert D. Hampton, Managing Member

SUTHERLAND PARK PARTNERS,  
L.L.C., a Nebraska limited liability  
company,

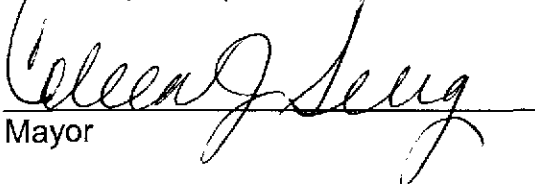
  
James R. Hutchinson  
Managing Member

ATTEST:

  
City Clerk



CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

  
Mayor

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER            )

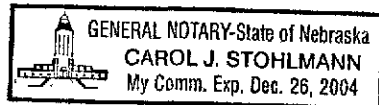
The foregoing instrument was acknowledged before me this 17th day of SEPTEMBER, 2004, by Robert D. Hampton, managing member of Pioneer Business Park L.L.C., a Nebraska limited liability company.



Christine K. Middleton  
Notary Public

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER            )

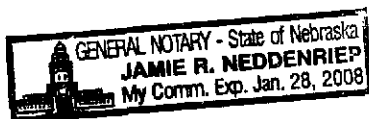
The foregoing instrument was acknowledged before me this 22nd day of September, 2004, by James R. Hutchinson, managing member of Sutherland Park Partners, L.L.C., a Nebraska limited liability company.



Carol J. Stohlmann  
Notary Public

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER            )

The foregoing instrument was acknowledged before me this 6 day of October, 2004, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Jamie R. Neddensie  
Notary Public

## **Pioneer Business Park 1<sup>st</sup> Addition**

<b>Lot</b>	<b>Block</b>
1	1
2	1
3	1
4	1
5	1
6	1
7	1
8	1
1	2
2	2

**Outlot A**