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INST. NO 2004

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LANCASTER COUNTY, NE

BLOCK

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 CHECKED
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Chg Engineering Design Consultants

AGREEMENT

THIS AGREEMENT is made and entered into by and between **Stone Bridge Creek, 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 **STONE BRIDGE CREEK 5TH 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 **STONE BRIDGE CREEK 5TH ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the street paving of all streets within this plat 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 all streets, and along the south side of Alvo 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 sidewalks in the pedestrian way easements as shown on the final plat; said sidewalks shall be constructed at the same time as the adjacent streets are completed.
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 as shown on the approved preliminary plat within two years following approval of this final plat.

Planning (B.H.)

6. The Subdivider agrees to complete the construction of the enclosed drainage facilities as shown on the approved drainage study within two years following the approval of this final plat.

7. The Subdivider agrees to complete land preparation including storm water detention/retention facilities and open drainageway improvements to serve this plat prior to the installation of utilities and improvements but not more than two years following the approval of the final plat.

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

9. The Subdivider agrees to complete the planting of the street trees within this plat within four years following the approval of this final plat.

10. The Subdivider agrees to complete the planting of a landscape screen within this plat within two years following the approval of this final plat.

11. The Subdivider agrees to complete the installation of the street name signs within two years following the approval of this final plat.

12. The Subdivider agrees to complete any other public or private improvement or facility required by Chapter 26.23 of the Land Subdivision Ordinance in a timely manner which inadvertently may have been omitted from the above list of required improvements.

13. The Subdivider agrees to submit to the Director of Public Works a plan showing proposed measures to control sedimentation and erosion and the proposed method to temporarily stabilize all graded land for approval.

14. The Subdivider agrees to complete the public and private improvements shown on the Community Unit Plan.

15. 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. The Subdivider further agrees to properly and continuously maintain and supervise the private facilities which have common use and benefit 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 and that these are the responsibility of the Subdivider. 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.

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

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

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

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

20. The Subdivider agrees to construct the sidewalk in the pedestrian way easements on Lot 14, Block 4, at the same time as adjacent streets are paved and to agree that

no building permit shall be issued for construction on Lots 13-14, Block 4, until such time as the sidewalk in the pedestrian way easement is constructed.

21 The Subdivider agrees to perpetually maintain the sidewalks in the pedestrian way easements at their own cost and expense.

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

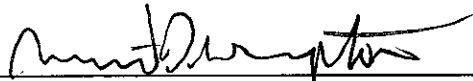
23. The Subdivider agrees to relinquish the right of direct vehicular access from Lots 11-13, Block 1, and Outlot A to Alvo Road.

24. The Subdivider agrees to post the required security to guarantee completion of the required improvements if the improvements are not completed prior to approval of this final plat.

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

Dated this 22 day of June, 2004.

STONE BRIDGE CREEK, L.L.C.
a Nebraska limited liability company,


Robert D. Hampton, Managing Member

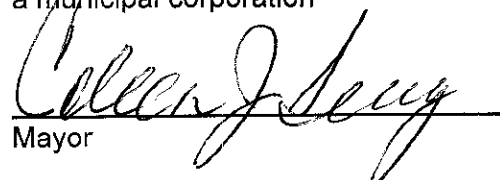
ATTEST:


City Clerk




Deputy

CITY OF LINCOLN, NEBRASKA,
a municipal corporation


Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

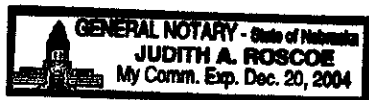
The foregoing instrument was acknowledged before me this 22nd day of June, 2004, by Robert D. Hampton, Managing Member of Stone Bridge Creek, L.L.C., a Nebraska limited liability company.



Robert A. Lewis
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 15 day of July, 2004, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Judith A. Roscoe
Notary Public

Stone Bridge Creek 5th Addition

Block 1

Lot 1
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Block 2

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Block 3

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Lot 12
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Lot 14

Outlot A
Outlot B