



04006286

INST. NO 2004

2004 FEB -3 P 2:12

006286

LANCASTER COUNTY, NE

\$70.00

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 NO
 CASE
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AGREEMENT

THIS AGREEMENT is made and entered into by and between Ridge Development Company, a Nebraska corporation, and Southview, Inc., a Nebraska corporation, 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 **PINE LAKE HEIGHTS SOUTH 8TH 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 **PINE LAKE HEIGHTS SOUTH 8TH ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the street paving of San Agustin Drive, Gallinas Drive, South Tularosa Lane, and South Tularosa Court 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 south side of Grainger Parkway, both sides of South 30th Street, San Agustin Drive, Gallinas Drive, South Tularosa Lane and South Tularosa Court, as shown on the final plat within four years following the approval of this final plat. The Subdivider further agrees to

Chg 015

Planning - Brian will

make a \$4,650.00 contribution toward the construction of a 10' wide bike path along Yankee Hill Road.

3. The Subdivider agrees to complete the installation of sidewalks in the pedestrian way easements as shown on the final plat to be constructed at the same time as South Tularosa Court and San Agustin Drive are completed.

4. The Subdivider agrees to complete the public water distribution system as shown on the approved C.U.P. 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 installation of public street lights along South 30th Street within two years following the approval of this final plat.

7. The Subdivider agrees to complete the installation of private street lights within this plat within two 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 to be installed prior to construction on or conveyance of any lot within this plat.

10. The Subdivider agrees to complete the planting of street trees as shown on the landscape plan within four years following the approval of this final plat.

11. The Subdivider agrees to complete the installation of a landscape screen as shown on the landscape plan 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 for review and approval a plan showing proposed measures to control sedimentation and erosion and the proposed method to temporarily stabilize all graded land.

14. The Subdivider agrees to complete the private improvements shown on the final plat.

15. The Subdivider agrees to maintain the outlots, and private improvements on a permanent and continuous basis 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. 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.

16. The Subdivider agrees to continuously and regularly maintain the street trees along the private roadways.

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

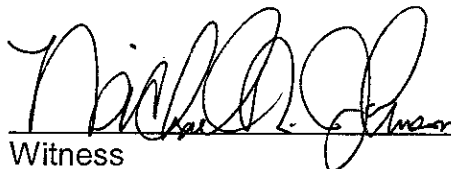
18. The Subdivider agrees to pay all improvement costs.

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

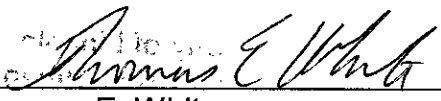
20. The Subdivider agrees to properly and continuously maintain and supervise the private facilities which have common use or benefit, and to recognize that there may be additional maintenance issues or costs associated with providing for the proper functioning of storm water detention/retention facilities as they were designed and constructed within the development, and that these are the responsibility of the land owner.

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

Dated this ^{20th} ~~19th~~ day of January, 200~~8~~⁴.

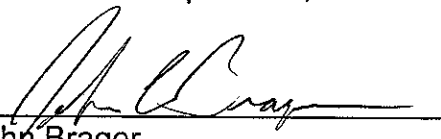

Witness

RIDGE DEVELOPMENT COMPANY,
a Nebraska corporation,

By: 
Thomas E. White
President of Development Division


Witness


RIDGE DEVELOPMENT COMPANY,
a Nebraska corporation,

By: 
John Brager
President of Construction Division

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

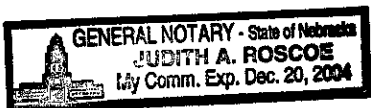
The foregoing instrument was acknowledged before me this 20th day of January, 2008, by Gerald L. Schleich, President of Southview, Inc., a Nebraska corporation.

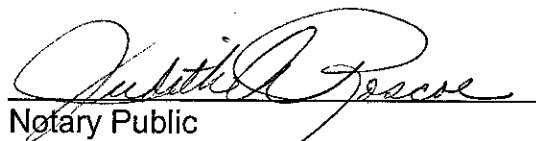



Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 29 day of January, 2008, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.




Notary Public

City of Lincoln
Department of
Public Works
60286 3411

PINE LAKE HEIGHT SOUTH 8TH ADDITIC

FINAL PLAT

(THIS PLAT BASED UPON PRELIMINARY PLAT
NO. 00029 FOR PINE LAKE HEIGHTS SOUTH 4TH

LOT AREA TABLE

LOT NUMBER	AREA IN SF	AREA IN AC.	LOT NUMBER	AREA IN SF	AREA IN AC.
LOT 1	2,236.50 SF	0.0513 AC	LOT 36	2,236.50 SF	0.0513 AC
LOT 2	2,130.00 SF	0.0489 AC	LOT 37	2,130.00 SF	0.0489 AC
LOT 3	2,236.50 SF	0.0513 AC	LOT 38	2,236.50 SF	0.0513 AC
LOT 4	2,236.50 SF	0.0513 AC	LOT 39	2,236.50 SF	0.0513 AC
LOT 5	2,130.00 SF	0.0489 AC	LOT 40	2,130.00 SF	0.0489 AC
LOT 6	2,236.50 SF	0.0513 AC	LOT 41	2,236.50 SF	0.0513 AC
LOT 7	2,236.50 SF	0.0513 AC	LOT 42	2,236.50 SF	0.0513 AC
LOT 8	2,130.00 SF	0.0489 AC	LOT 43	2,130.00 SF	0.0489 AC
LOT 9	2,236.50 SF	0.0513 AC	LOT 44	2,236.50 SF	0.0513 AC
LOT 10	2,236.50 SF	0.0513 AC	LOT 45	1,984.50 SF	0.0456 AC
LOT 11	2,130.00 SF	0.0489 AC	LOT 46	1,984.50 SF	0.0456 AC
LOT 12	2,236.50 SF	0.0513 AC	LOT 47	1,984.50 SF	0.0456 AC
LOT 13	2,126.25 SF	0.0488 AC	LOT 48	1,984.50 SF	0.0456 AC
LOT 14	2,126.25 SF	0.0488 AC	LOT 49	2,236.46 SF	0.0513 AC
LOT 15	2,236.50 SF	0.0513 AC	LOT 50	2,236.46 SF	0.0513 AC
LOT 16	2,130.00 SF	0.0489 AC	LOT 51	2,126.25 SF	0.0488 AC
LOT 17	2,236.50 SF	0.0513 AC	LOT 52	2,126.25 SF	0.0488 AC
LOT 18	2,047.50 SF	0.0470 AC	LOT 53	1,984.50 SF	0.0456 AC
LOT 19	1,950.00 SF	0.0448 AC	LOT 54	1,984.50 SF	0.0456 AC
LOT 20	2,047.50 SF	0.0470 AC	LOT 55	2,236.50 SF	0.0513 AC
LOT 21	2,047.50 SF	0.0470 AC	LOT 56	2,130.00 SF	0.0489 AC
LOT 22	1,950.00 SF	0.0448 AC	LOT 57	2,236.50 SF	0.0513 AC
LOT 23	2,047.50 SF	0.0470 AC	LOT 58	1,984.50 SF	0.0456 AC
LOT 24	2,047.50 SF	0.0470 AC	LOT 59	1,984.50 SF	0.0456 AC
LOT 25	1,950.00 SF	0.0448 AC	LOT 60	2,236.50 SF	0.0513 AC
LOT 26	2,047.50 SF	0.0470 AC	LOT 61	2,130.00 SF	0.0489 AC
LOT 27	2,236.50 SF	0.0513 AC	LOT 62	2,236.50 SF	0.0513 AC
LOT 28	2,130.00 SF	0.0489 AC	LOT 63	2,047.50 SF	0.0470 AC
LOT 29	2,236.50 SF	0.0513 AC	LOT 64	1,950.00 SF	0.0448 AC
LOT 30	2,236.50 SF	0.0513 AC	LOT 65	2,047.50 SF	0.0470 AC
LOT 31	2,130.00 SF	0.0489 AC	OUTLOTS		
LOT 32	2,236.50 SF	0.0513 AC	LOT NUMBER	AREA IN SF	AREA IN AC.
LOT 33	2,236.50 SF	0.0513 AC	LOT A	120,499.68 SF	2.7663 AC
LOT 34	2,130.00 SF	0.0489 AC	LOT B	14,188.74 SF	0.3257 AC
LOT 35	2,236.50 SF	0.0513 AC	LOT C	13,534.02 SF	0.3107 AC
			LOT D	47,306.18 SF	1.0860 AC
			LOT E	1,290,626.03 SF	29.6287 AC

LES TRANSMISSION
LINE EASEMENT

35'

1140.72'