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AGREEMENT

THIS AGREEMENT is made and entered into by and between **Southview, Inc.**, a Nebraska corporation (n/k/a **Southview Holding Company, Inc.**, a Nebraska corporation), **Pioneer Greens Office Park Association, Inc.**, a Nebraska nonprofit corporation, and **Pioneer Greens, LLC**, 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 **PIONEER GREENS 8TH ADDITION**; and

WHEREAS, the Planning Director's letter regarding corrections needed for the City to complete the review and approval of 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 **PIONEER GREENS 8TH ADDITION**, it is agreed by and between Subdivider and City as follows:

Civil Design Group
3901 Normal Blv
#203
Lincoln 68506

1. The Subdivider agrees to complete the planting of street trees along South 86th Street within four years following approval of this final plat.

2. 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 have not been waived but inadvertently may have been omitted from the above list of required improvements.

3. 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.

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

5. The Subdivider agrees to complete the public and private improvements on a permanent and continuous basis.

6. 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 within the development and these are the responsibility of the Subdivider. Subdivider further 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. However, the Subdivider may be relieved and discharged of such maintenance obligations only upon creating, in writing, a permanent and continuous association of property owners who would

be responsible for said permanent and continuous maintenance subject to the following conditions:

- (a) Subdivider shall not be relieved of Subdivider's maintenance obligation for each specific private improvement until a registered professional engineer or nurseryman who supervised the installation of said private improvement has certified to the City that the improvement has been installed in accordance with approved plans; and
- (b) *The maintenance agreements are incorporated into covenants and restrictions in deeds to the subdivided property and the documents creating the association and the restrictive covenants have been reviewed and approved by the City Attorney and filed of record with the Register of Deeds.*

7. The Subdivider agrees to keep taxes and special assessments on the outlots from becoming delinquent.

8. The Subdivider agrees to maintain the street trees along the private roadway on a permanent and continuous basis.

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

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

11. The Subdivider agrees to relinquish the right of direct vehicular access from Outlot A to Pioneers Blvd. and South 84th Street.

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

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 8th day of November, 2007, by Donald W. Linscott, President, Pioneer Greens Office Park Association, Inc., a Nebraska nonprofit corporation.



Tara L. Galaviz
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 8th day of November, 2007, by Donald W. Linscott, Member, Pioneer Greens, LLC, a Nebraska limited liability company.



Tara L. Galaviz
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 19th day of November, 2007, by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Judith A. Roscoe
Notary Public

Pioneer Greens 8th Addition

Lot 1

Outlot 'A'