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## AGREEMENT

THIS AGREEMENT is made and entered into by and between **South Industrial Park, LLC, a Nebraska limited liability company, and Security Financial Life Insurance Co., 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 **HORIZON BUSINESS CENTER 7TH 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 **HORIZON BUSINESS CENTER 7TH ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the installation of a sidewalk along Infinity Court as shown on the final plat within four years following the approval of this final plat.

2. The Subdivider agrees to complete the planting of street trees along South 14th Street and Infinity Court within four years following the approval of this final plat.

3. The Subdivider agrees to complete the installation of the permanent markers prior to construction on or conveyance of any lot in this plat.

4. 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 has not been waived, but which inadvertently may have been omitted from the above list of required improvements.

5. 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.

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

7. The Subdivider agrees to complete the public and private improvements shown on the use permit.

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

9. The Subdivider agrees to maintain and supervise the outlots and the private facilities which have common use or benefit 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.

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

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

12. The Subdivider agrees to inform all purchasers and users of land located within the 100 year floodplain that said 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 UP #117A 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.

13. The Subdivider agrees to relinquish the right of direct vehicular access from Lots abutting South 14th Street.

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

Dated this 3rd day of November, 2005.

SOUTH INDUSTRIAL PARK, LLC,  
a Nebraska limited liability company,


By: Donald W. Linscott  
Donald W. Linscott, Member

SECURITY FINANCIAL LIFE  
INSURANCE CO.  
a Nebraska corporation,

By: William R. Schmeeckle  
William R. Schmeeckle  
Vice President

ATTEST:

Jan E. Rasmussen  
City Clerk



CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

Colleen J. Seung  
Mayor

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER                )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of November, 2005, by Donald W. Linscott, Member, South Industrial Park, LLC, a Nebraska limited liability company.

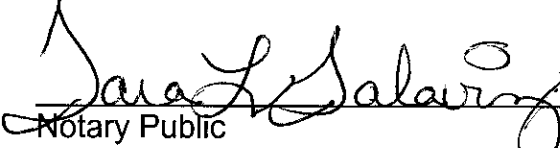


  
Notary Public

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER                )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of November, 2005, by William R. Schmeeckle, Vice President, Security Financial Life Insurance Co., a Nebraska corporation.



  
Notary Public

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER                )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.

\_\_\_\_\_  
Notary Public

## **Horizon Business Center 7<sup>th</sup> Addition**

Lots 1 through 5

Outlot "A"