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INST NO 2003

2003 OCT 28 A II: 05

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LANCASTER COUNTY, NE



AGREEMENT

THIS AGREEMENT is made and entered into by and between Pine Lake

Development, L.L.C., a Nebraska limited liability company, and Merle F. Reiling,

Trustee and Dolores T. Reiling, Trustee, 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 Marvin S. Krout, the City's Planning Director, for permission to subdivide and for approval of the subdivision plat of **VINTAGE HEIGHTS 15TH ADDITION**; and

WHEREAS, the Planning Director's July 2, 2003 letter to Paula Dicero listing the conditions of approval for 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 the Planning Director granting permission to plat and approval of the plat of **VINTAGE HEIGHTS 15TH ADDITION**, it is agreed by and between Subdivider and City as follows:

- 1. The Subdivider agrees to submit to the Director of Public Foundation and approval a plant showing proposed measures to control regularity and the proposed measures to control sedimentation and erosion and the proposed method to temporarily stabilize all graded land.
- 2. The Subdivider agrees to timely complete the public and private improvements and facilities required by Chapter 26.23 of the Lincoln Municipal

Engineering design Consultants
2200 Fletcher Aue
Suite 102
Lincoln Ne 6 8504

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Code (Development Standards) which have not been waived including but not limited to those improvements and facilities required by Chapter 26.23 of the Lincoln Municipal Code (Development Standards) which have not been waived, including but not limited to those improvements and facilities listed in the July 2, 2003 letter and/or shown on the approved final plat or the preliminary plat and community unit plan. The Subdivider further agrees to post the required security to guarantee completion of such public and private improvements and facilities.

- 3. The Subdivider agrees to submit to lot buyers and home builders a copy of the soil analysis.
- 4. The Subdivider agrees to pay all labor, material, engineering, inspection, and other improvement costs.
- 5. The Subdivider agrees to comply with the provisions of the Land Preparation and Grading requirements of the Land Subdivision Ordinance.
- The Subdivider agrees to relinquish the right of direct vehicular access from all lots to Pine Lake Road and South 98th Street.
- 7. The Subdivider agrees to protect the remaining trees on the site during construction and development.
- 8. The Subdivider agrees to maintain the outlots, landscape screens, and street trees along South 98th Street and Pine Lake Road and other private improvements as they were designed and constructed as on a permanent and continuous basis. 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 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.

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

Dated this 24 day of September, 2003.

Pine Lake Development, L.L.C. a Nebraska limited liability company,

Robert D. Hampton, Managing Member

Merle F. Reiling Trustee

Dolores T. Reiling, Trustee

ATTEST:

CITY OF LINCOLN, NEBRASKA, a municipal corporation

City of Lincoln

By Department

All Lincoln

Control

Con

Coleen J. Seng, Mayo

STATE OF NEBRASKA

COUNTY OF LANCASTER

) ss.

COUNTY OF LANCASTER

The foregoing instrument was acknowledged before me this <u>24</u> day of <u>5cplember</u>, 2003, by Robert D. Hampton, Managing Member of Pine Lake Development, L.L.C., a Nebraska limited liability company.

GENERAL NOTARY-State of Nebraska
ROBERT A. LEWIS
My Comm. Exp. Feb. 14, 2004

Kobert a. Lews Notary Public

STATE OF NEBRASKA)) ss. COUNTY OF LANCASTER)
The foregoing instrument was acknowledged before me this <u>ZZ</u> day of <u>September</u> , 2003, by Merle F. Reiling, Trustee of the Merle F. Reiling Revocable Trust. GENERAL NOTARY-State of Rebraska ROBERT A. LEWIS My Comm. Exp. Feb. 14, 2004 Notary Public
STATE OF NEBRASKA)) ss. COUNTY OF LANCASTER)
The foregoing instrument was acknowledged before me this <u>22</u> day of <u>September</u> , 2003, by Dolores T. Reiling, Trustee of the Dolores T. Reiling Revocable Trust.
ROBERT A. LEWIS My Comm. Exp. Feb. 14, 2004 Rotary Public Rotary Public
in ambregations. STATE OF NEBRASKA Resident Medical Communication of the
COUNTY OF LANCASTER)
The foregoing instrument was acknowledged before me this <u>13</u> day of <u>(Claber)</u> , 2003, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.
CENERAL NOTARY - State of Junior A. ROSC. My Comm. Exp. Dec. 22 Notary Public

VINTAGE HEIGHTS 15TH ADDITION

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BLOCK 1
          LOT 1
          LOT 2
          LOT 3
          LOT 4
 BLOCK 2
          LOT 1
          LOT 2
          LOT 3
          LOT 4
          LOT 5
          LOT 6
         LOT 7
         LOT 8
         LOT 9
        LOT 10
        LOT 11
        LOT 12
        LOT 13
        LOT 14
        LOT 15
        LOT 16
        LOT 17
        LOT 18
        LOT 19
        LOT 20
        LOT 21
        LOT 22
        LOT 23
        LOT 24
        LOT 25
BLOCK 3
         LOT 1
         LOT 2
LOT 3
         LOT 4
         LOT 5
         LOT 6
         LOT 7
         LOT 8
BLOCK 4
         LOT 1
         LOT 2
         LOT 3
         LOT 4
BLOCK 5
         LOT 1
         LOT 2
DUTLOT A
DUTILOT B
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