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INST NO 2003

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LANCASTER COUNTY, NE

BLOCK
 CODE
 VINTAGE HEIGHTS
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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."

5. 10/24/03

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 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.

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 Ave
 Suite 102
 Lincoln NE 68504

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.

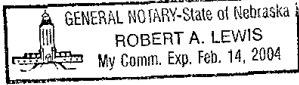
6. The Subdivider agrees to relinquish the right of direct vehicular access from all lots to Pine Lake Road and South 98th Street.

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

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

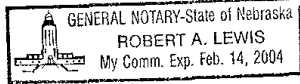
The foregoing instrument was acknowledged before me this 22 day of September, 2003, by Merle F. Reiling, Trustee of the Merle F. Reiling Revocable Trust.



Robert A. Lewis
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

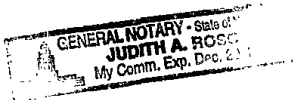
The foregoing instrument was acknowledged before me this 22 day of September, 2003, by Dolores T. Reiling, Trustee of the Dolores T. Reiling Revocable Trust.



Robert A. Lewis
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 13 day of October, 2003, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Judith A. Roscoe
Notary Public

VINTAGE HEIGHTS 15TH ADDITION

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

OUTLOT A

OUTLOT B

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