

Inst # 2012035776 Thu Jul 26 15:28:52 CDT 2012
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 Lancaster County, NE Assessor/Register of Deeds Office SUAGRT
 Pages 6

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AGREEMENT

THIS AGREEMENT is made and entered into by and between **KENSINGTON CORPORATION**, a Nebraska corporation, and **KENSINGTON OFFICE PARK ASSOCIATION**, a nonprofit 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 **KENSINGTON OFFICE PARK 3RD 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 **KENSINGTON OFFICE PARK 3RD ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the installation of sidewalks along the west side of S. 16th Street as shown on the final plat within four years following the approval of this final plat.

2. The Subdivider agrees to complete the installation of sidewalks along the east side of S. 14th Street as shown on the final plat within two years following the approval of this final plat.

3. The Subdivider agrees to complete the installation of sidewalks along outlots not reserved for future development as shown on the final plat at the same time as the adjacent streets are paved.

4. The Subdivider agrees to complete the planting of the street trees along the west side of S. 16th Street within this plat within six years following the approval of this final plat.

5. The Subdivider agrees to complete the planting of the street trees along the east side of S. 14th Street within this plat within two years following the approval of this final plat.

6. 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.

7. The Subdivider agrees to timely complete any other public or private improvement or facility required by the Land Subdivision Ordinance which has not been waived, but which inadvertently may have been omitted from the above list of required improvements.

8. The Subdivider agrees, in consideration of the City granting permission to plat this Addition prior to the required improvements having been installed and approved, to waive and not assert any and all defenses based upon time constraints that may exist because of any future expiration of any applicable statute of limitations in the event the required improvements are not timely installed as required

by the Subdivision Agreement and/or the Land Subdivision Ordinance (Title 26 of the Lincoln Municipal Code).

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

10. The Subdivider agrees to complete the public and private improvements shown on the Use Permit.

11. The Subdivider agrees to keep taxes and special assessments on the outlot from becoming delinquent.

12. The Subdivider agrees to maintain the outlots on a permanent and continuous basis.

13. The Subdivider agrees to maintain the private improvements in good order and state of repair, including the routine and reasonable preventive maintenance of the private improvements, on a permanent and continuous basis.

14. The Subdivider agrees to maintain and supervise the private facilities which have common use or benefit in good order and condition and state of repair including the routine and preventive maintenance of the private facilities, on a permanent and continuous basis.

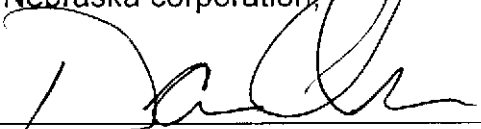
15. The Subdivider agrees to retain ownership of or the right of entry to the outlots in order to maintain the outlots and private improvements on a permanent and continuous basis. However, the Subdivider may be relieved and discharged of such maintenance obligations only upon creating, in writing, a 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.

16. The Subdivider agrees to relinquish the right of direct vehicular access from Outlot A to S. 14th Street except as shown on the plat.

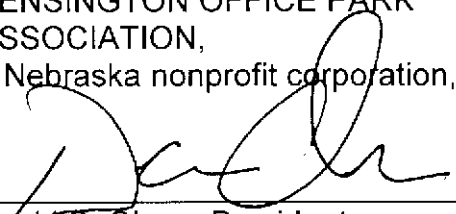
Dated this 19th day of July, 2012.

KENSINGTON CORPORATION,
a Nebraska corporation,



David S. Olson, President

KENSINGTON OFFICE PARK
ASSOCIATION,
a Nebraska nonprofit corporation,



David S. Olson, President

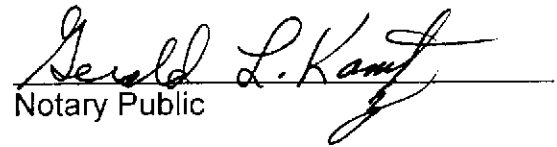
CITY OF LINCOLN, NEBRASKA,
a municipal corporation


Marvin Krout, Planning Director

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

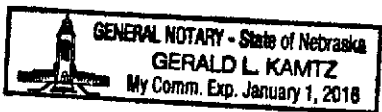
The foregoing instrument was acknowledged before me this 19th day of July, 2012, by David S. Olson, President of Kensington Corporation, a Nebraska corporation.

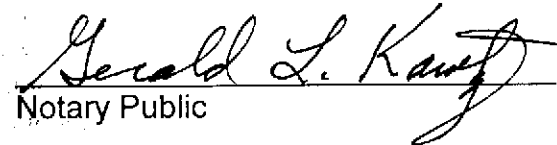



Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

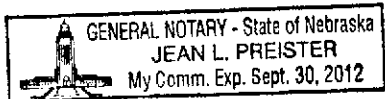
The foregoing instrument was acknowledged before me this 19th day of July, 2012, by David S. Olson, President of Kensington Office Park Association, a Nebraska nonprofit corporation.




Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 23 day of July, 2012, by Marvin Krout, Planning Director of the City of Lincoln, Nebraska, a municipal corporation.




Notary Public

Kensington Office Park 3rd Addition

Lots 1, 2 and 3.

Outlot "A".

Thursday, July 19, 2012

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