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LANCASTER COUNTY, NE

INST. NO 2004

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## AGREEMENT

THIS AGREEMENT is made and entered into by and between **EDM Corporation, a Nebraska corporation, and Raymond Farms, 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 **EDM INDUSTRIAL CENTER 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 **EDM INDUSTRIAL CENTER ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the street paving of all streets within this plat, as shown on the final plat within two years following the approval of this final plat.

*Planning*

2. The Subdivider agrees to complete the installation of temporary turnarounds and barricades located at the temporary dead-end of the streets 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 both sides of the streets as shown on the final plat except along the north side of West View Avenue, and along the west side of S.W. 32nd Street between West View Avenue and West O Street as shown on the final plat within four years following the approval of this final plat.

4. The Subdivider agrees to complete the public water distribution system to serve this plat within two years following the approval of this final plat.

5. The Subdivider agrees to complete the public wastewater collection system to serve this plan within two years following the approval of this final plat.

6. The Subdivider agrees to complete the enclosed drainage facilities shown on the approved drainage study to serve this plat within two years following the approval of this final plat.

7. The Subdivider agrees to complete land preparation including storm water detention/retention facilities and open drainageway improvements to serve this plat prior to the installation of utilities and improvements but not more than two years following the approval of this final plat.

8. The Subdivider agrees to complete the installation of public street lights within this plat within two years following the approval of this final plat.

9. The Subdivider agrees to complete the planting of street trees within this plat within four years following the approval of this final plat.

10. The Subdivider agrees to install street name signs within this plat within two years following the approval of this final plat.

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

12. The Subdivider agrees to timely complete the public and private improvements and facilities required by Chapter 26.23 of the Land Subdivision Ordinance which have not been waived including but not limited to the list of improvements described above.

13. 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.

14. The Subdivider agrees to complete the public and private improvements shown on the preliminary plat and special permit.

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 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 private improvements have been satisfactorily installed and the documents creating the association have been reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

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

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

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

19. The Subdivider agrees to properly and continuously maintain and supervise the private facilities which have common use or benefit, and to recognize that there may be additional maintenance issues or costs associated with providing for the proper functioning of storm water detention/retention facilities as they were designed and constructed within the development, and that these are the responsibility of the land owner.

20. The Subdivider agrees to post the required security to guarantee completion of the required improvements if the improvements are not completed prior to approval of this final plat.

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

Dated this 16 day of July, 2004.

EDM CORPORATION,  
a Nebraska corporation,

By: 

Jeffrey L. Mellen  
President

  
Witness

RAYMOND FARMS, LLC,  
a Nebraska limited liability company,

D-L-B-  
Witness

By: Larry W. Coffey  
Larry W. Coffey  
President

ATTEST:

[Signature]  
City Clerk  


CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

[Signature]  
Mayor

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER            )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of July, 2004, by Jeffrey L. Mellen, President of EDM Corporation, a Nebraska corporation.

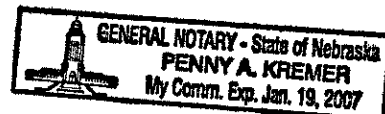


[Signature]  
Notary Public

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER            )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of July, 2004, by Larry W. Coffey, President of Raymond Farms LLC, a Nebraska limited liability company.

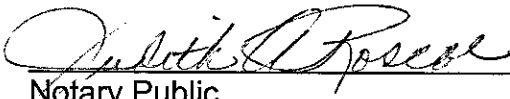
Penny A. Kremer  
Notary Public



STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER            )

The foregoing instrument was acknowledged before me this 27 day of July, 2004, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



  
Notary Public

NOTARY PUBLIC STATE OF NEBRASKA  
JUDITH A. ROSCOE

## **EDM INDUSTRIAL CENTER ADDITION**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and Outlot A, Block 1

Lots 1, 2, 3, 4, 5, 6, 7, 8, Block 2

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, Block 3