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 Lancaster County, NE Assessor/Register of Deeds Office SUAGRT
 Pages 8



A G R E E M E N T

THIS AGREEMENT is made and entered into by and between **Marvin N. Hoy, a single person, Rex B. Hoy and Lillian K. Hoy, husband and wife, James Sung W. Ngu and Onlei Annie Chan, husband and wife, Hoang Ho and James Wood, wife and husband, and Brett Quinn and Jennifer Hansen Quinn, husband and wife,** 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 **TWIN PINES ADDITION;** and

WHEREAS, the Planning Director's letter regarding corrections needed for the City to complete the review and approval of 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 **TWIN PINES ADDITION,** it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the street paving of public streets and temporary turnarounds and barricades located at the temporary dead-end of the streets shown on the final plat within two years following the approval of this final plat. The Subdivider further agrees to warrant road pavement against all damage, including damage resulting from subgrade failure, for a period of five (5) years from the date which the Final Plat is approved, and to repair

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all pavement failure or pavement damage which occurs during such five (5) year period. If the County Board accepts maintenance of the roads during the five (5) year warranty period, the warranty shall continue to remain in effect for the remainder of the five (5) year warranty period. This warranty period shall be provided due to subgrade compaction not being in compliance with Lancaster County Design Standards.

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

3. The Subdivider agrees to complete seeding and erosion control to serve this plat within two years following the approval of this final plat.

4. The Subdivider agrees to complete the installation of the street name signs within two years following the approval of this final plat.

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

6. 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 have not been waived but inadvertently may have been omitted from the above list of required improvements.

7. The Subdivider agrees to submit to the City's 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.

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

9. The Subdivider agrees to complete the public and private improvements shown on the preliminary plat.

10. The Subdivider agrees to maintain the County roads until the County Board specifically accepts the maintenance.

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

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

13. The Subdivider agrees to relinquish the right of direct vehicular access to West Denton Road, S.W. 33rd Street and West Pleasant Hill Road, except for Hitching Post Lane, Jacs Lane and S.W. 31st Street, and Lot 4, Block 2 to S.W. 33rd Street and Lot 5, Block 2 to W. Denton Road.

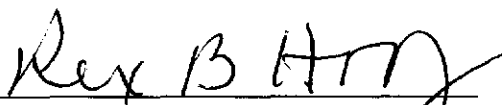
14. The Subdivider agrees to submit to all potential purchasers of lots a copy of the ground water report for each lot.


15. The Subdivider understands and acknowledges that subgrade impaction was not in compliance with Lancaster County design standards prior to pavement installation. In consideration of the approval of this final plat despite said non-compliance, Subdivider agrees to and the conditional acceptance of the asphalt pavement guarantee the asphalt pavement for a period of five years from the date of final plat approval. Subdivider further agrees, at Subdivider's own cost and expense, to repair pavement failures and damage during the warrant period to the satisfaction of the County Engineer.

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

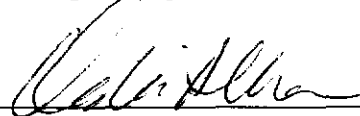
Dated this 3rd day of Sept., 2009.

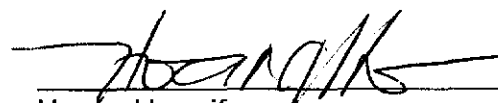
Marvin N. Hoy
Marvin N. Hoy, a single person

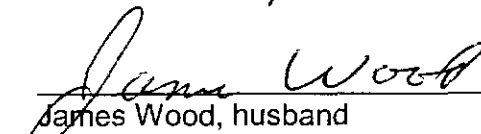

Rex B. Hoy, husband


Lillian K. Hoy, wife

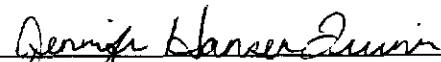

James Sung W. Ngu, husband


Onlei Annie Chan, wife


Hoang Ho, wife


James Wood, husband


Brett Quinn, husband

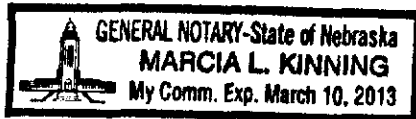

Jennifer Hansen Quinn, wife

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 23rd day of July, 2009, by Marvin N. Hoy, a single person.



Marcia L. Kinning
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 25th day of July, 2009, by Rex B. Hoy, husband.



Nita A. Fritz
Notary Public
MCE 10/18/09

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

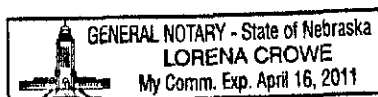
The foregoing instrument was acknowledged before me this 25th day of July, 2009, by Lillian K. Hoy, wife.



Nita A. Fritz
Notary Public
MCE 10/18/09

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 22nd day of July, 2009, by James Sung W. Ngu, husband.



Lorena Crowe
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

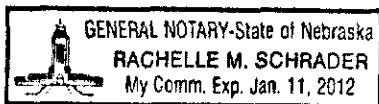
The foregoing instrument was acknowledged before me this 22nd day of July, 2009, by Onlei Annie Chan, wife.



Anne Osnoe
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

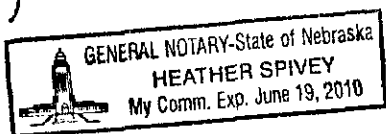
The foregoing instrument was acknowledged before me this 15th day of July, 2009, by Hoang Ho, wife.



Rachel M. Schrader
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

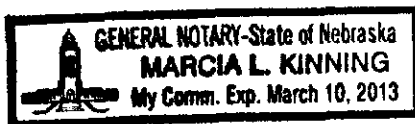
The foregoing instrument was acknowledged before me this 16 day of July, 2009, by James Wood, husband.



Heather Spivey
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

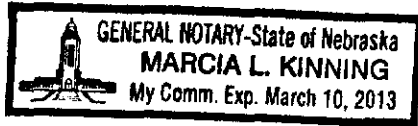
The foregoing instrument was acknowledged before me this 13th day of July, 2009, by Brett Quinn, husband.



Marcia L. Kinning
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

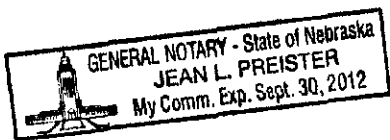
The foregoing instrument was acknowledged before me this 13th day of July, 2009, by Jennifer Hansen Quinn, wife.



Marcia L. Kinning
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 1st day of September, 2009, by Marvin Krout, Planning Director of the City of Lincoln, Nebraska, a municipal corporation.



Jean L. Preister
Notary Public

**LOT LISTING
TWIN PINES ADDITION**

<u>BLOCK</u>	<u>LOT</u>
1	1
	2
	3
	4
2	1
	2
	3
	4
	5
	6
3	1
	2
	3
	4
	5
	6
	7
	8
	9
	10
	11
4	1
	2
	3
	4
	5
	6
	7
5	1
	2
	3
	4
6	1
	2
	3
	4
	5
	6
	7

39 TOTAL SINGLE FAMILY LOTS