

\$ 46.00

Dan Jalte
REGISTER OF DEEDS
2001 NOV 26 P 4: 55
LANCASTER COUNTY, NE

INST. NO 2001
070148

BLOCK
CODE
CROCKED
CHECKED
ENTERED
EDITED
of 100
trans

AMENDED AGREEMENT

THIS AMENDED AGREEMENT is made and entered into by and between 134th and O Street Partnership and Birdle Creek L.L.C., 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 **CROOKED CREEK ADDITION**; and

WHEREAS, Resolution PC-00693 approving said plat contains certain provisions requiring an agreement between Subdivider and City relating to said plat and the development thereof; and

WHEREAS, the City's Land Subdivision Ordinance contains certain provisions regarding the planting of street trees which were mistakenly omitted from Resolution PC-00693 and the Agreement.

NOW, THEREFORE, IN CONSIDERATION of fulfilling the requirements of the Land Subdivision Ordinance and City granting permission to plat and approval of the plat of **CROOKED CREEK ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to submit to the Director of Public Works an erosion control plan.
2. The Subdivider agrees to protect the remaining trees on the site during construction and development.
3. The Subdivider agrees to submit to lot buyers and home builders a copy of the soil analysis and ground water information.
4. The Subdivider agrees to complete the private improvements shown on the preliminary plat and community unit plan.

L-41 Block 1, OLF No Block

Joan City Clerk

5. The Subdivider agrees to relinquish the right of direct vehicular access to "O" Street and to S. 134th Street except for Clubhouse Drive, and the golf course maintenance building service drive.

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

7. The Subdivider agrees to pay the cost of the electricity to power the street lights.

8. The Subdivider agrees to comply with the provisions of the Land Subdivision Ordinance/Resolution regarding land preparation.

9. The Subdivider agrees that Subdivider shall at its own cost and expense pay for all labor, material, and related costs in connection with the installation of street trees as shown on final plat. The planting shall be completed within four years following Planning Commission approval of the final plat. Subdivider further agrees to execute and deliver to the City of Lincoln a bond or an approved escrow or security agreement in the sum of \$10,560.00 to guarantee the installation of said street trees.

10. The Subdivider agrees 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 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.

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

Dated this 2nd day of Nov., 2001.

134TH and O STREET PARTNERSHIP

[Signature]
Witness

[Signature]
Marc D. Cruse, Partner

BIRDIE CREEK, L.L.C.
a Nebraska limited liability company

By: Prairie Homes, Inc., Managing Member

[Signature]
Witness

By: [Signature]
Steven M. Champoux, President

ATTEST:

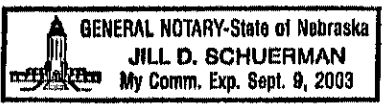
CITY OF LINCOLN, NEBRASKA,
a municipal corporation

[Signature]
City Clerk

[Signature]
Mayor

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

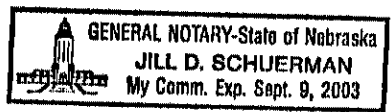
The foregoing instrument was acknowledged before me this 2nd day of November, 2001, by Marc D. Cruse, partner of 134th and O Street Partnership.



[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

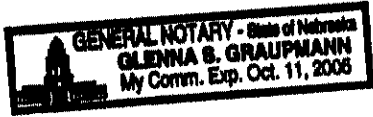
The foregoing instrument was acknowledged before me this 2nd day of November, 2001, by Steven M. Champoux, President of Prairie Homes, Inc., Managing Member of Birdie Creek, L.L.C., a Nebraska limited liability company.



[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 8th day of November, 2001, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Glenna S. Graupmann
Notary Public

C E R T I F I C A T E

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss:
CITY OF LINCOLN)

I, Teresa J. Meier-Brock, Deputy City Clerk of the City of Lincoln, Nebraska, do hereby certify that the above and foregoing is a true and correct copy of the **Amended Subdivision Agreement for Crooked Creek Add.** as passed and approved by the Lincoln City-Lancaster County Planning Commission at its meeting held Aug. 8, 2001, as the original appears of record in my office and is now in my charge remaining as City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City of Lincoln, Nebraska, this 16th day of November, 2001.

Teresa J. Meier Brock
Deputy City Clerk

