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2003 OCT -8 A 9:22

LANCASTER COUNTY, NE

INST NO 2003  
101286

BLOCK

CODE

EDN012

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ENTERED

EO 68376

### AGREEMENT

THIS AGREEMENT is made and entered into by and between **Lincoln Federal Bancorp, Inc., and Lincoln Land and Mortgage Company, a Nebraska 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 **EDENTON NORTH 12TH 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 **EDENTON NORTH 12TH ADDITION,** it is agreed by and between Subdivider and City as follows:

1. 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.
2. The Subdivider agrees to complete the private improvements shown on the preliminary plat.
3. The Subdivider agrees to submit to lot buyers and home builders a copy of the soil analysis.

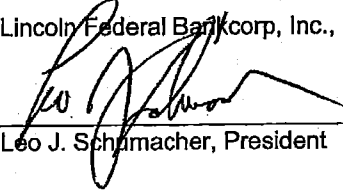
Planning Dept.

4. To pay all improvement costs.
5. To comply with the Land Preparation and Grading requirements of the Land Subdivision Ordinance.
6. To comply with the Lower Platte South Natural Resources District Notice of Intent approval process.
7. The Subdivider agrees to maintain the sidewalks in the pedestrian way easements, street trees, 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.

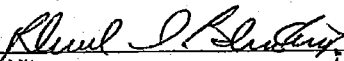
Dated this 12<sup>th</sup> day of September, 2003.

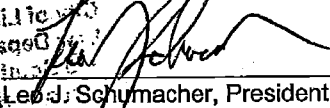
  
Witness

Lincoln Federal Bankcorp, Inc.,

  
Leo J. Schumacher, President

Lincoln Land and Mortgage Company,  
a Nebraska corporation,

  
Witness

  
Leo J. Schumacher, President

ATTEST:

CITY OF LINCOLN, NEBRASKA,  
a municipal corporation,

City Clerk



Mayor

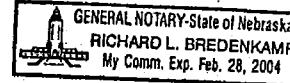
STATE OF NEBRASKA )

) ss.

COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of September, 2003, by Leo J. Schumacher, President, Lincoln Federal Bancorp, Inc..

Richard L. Bredekamp  
Notary Public



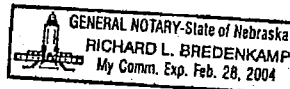
STATE OF NEBRASKA )

) ss.

COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of September, 2003, by Leo J. Schumacher, President, Lincoln Land and Mortgage Company, a Nebraska corporation.

Richard L. Bredekamp  
Notary Public

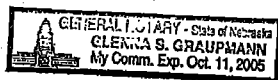


STATE OF NEBRASKA )

) ss.

COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of September, 2003, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Glenna S. Graupmann  
Notary Public

LEGAL DESCRIPTION  
EDENTON NORTH 12<sup>TH</sup> ADDITION

Lots 1-14, Block 1; Lots 1-3, Block 2; Lots 1-37, Block 3; Lots 1-16, Block 4; Lots 1-45, Block 5;  
Lots 1-10, Block 6; Lots 1-14, Block 7; Lots 1-18, Block 8 and Outlots A and B; Edenton North  
12<sup>th</sup> Addition.

169 Lots

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