



A G R E E M E N T

THIS AGREEMENT is made and entered into by and between **LEWIS-STAROSTKA, INC., a Nebraska corporation, DOUBLE D LAND COMPANY, LLC, a Nebraska limited liability company, and ROKEBY HOLDINGS., LTD, a Nebraska limited partnership**, 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 **GRANDVIEW ESTATES 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 **GRANDVIEW ESTATES ADDITION**, it is agreed by and between Subdivider and City as follows

1. The Subdivider agrees to complete the street paving of public streets within two years following the approval of this final plat
- 2 The Subdivider agrees to complete the installation of the sidewalk in the pedestrian way easement between Lots 7-8, Block 1, and Lots 8-9, Block 4, at the same time as Braxon and Fairbury Lanes are paved and to agree that no building permit shall be issued

for construction on said lots until such time as the sidewalk in the pedestrian way easement is constructed.

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

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

5 The Subdivider agrees to complete the enclosed public drainage facilities to serve this plat within two years following the approval of this final plat

6 The Subdivider agrees to complete land preparation including storm water detention/retention facilities and open drainageway improvements to serve this plat along with the overall site grading of the subdivision to limit the peak flow of stormwater discharge from the subdivision prior to the installation of the required water distribution, wastewater collection and street system minimum improvements The surety to guarantee the construction of the detention/retention facilities shall be released upon termination of the Construction Stormwater Permit issued by the Lower Platte South Natural Resources District and acceptance of the Completed work by the Director of Public Works and Utilities Department.

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

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

9 The Subdivider agrees to complete the planting of the landscape screen within this play within two years following the approval of this final plat.

10 The Subdivider agrees to complete the installation of the street name signs 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 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

13. 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)

14 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.

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

16. The Subdivider agrees to complete the public and private improvements shown on the Community Unit Plan

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

18 The Subdivider agrees to maintain the outlot on a permanent and continuous basis

19 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.

20. The Subdivider agrees to maintain the landscape screen on a permanent and continuous basis

21. The Subdivider agrees to maintain the sidewalks in the pedestrian way easements in good order and condition, including repair and replacement as reasonably necessary on a permanent and continuous basis

22. 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 preventable maintenance of the private facilities, on a permanent and continuous basis

23 The Subdivider agrees to recognize that there may be additional maintenance issues or costs associated with providing for the proper function of storm water detention/retention facilities as they were designed and constructed within the development and that these are the responsibility of the owner

24. The Subdivider agrees to retain ownership of and the right of entry to the outlots in order to perform the above-described maintenance of the outlots and private improvements on a permanent and continuous basis. However, Subdivider may be relieved and discharged of such maintenance obligations 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

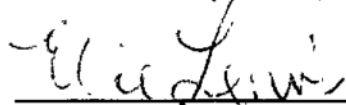
(b) The maintenance agreements are incorporated into covenants and restrictions in deeds to the subdivided property and the documents creating the association and the restrictive covenants have been reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

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

26. The Subdivider agrees to relinquish the right of direct vehicular access to South 70th Street except as shown

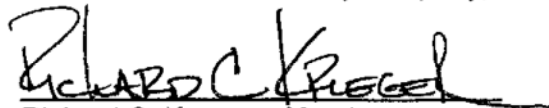
Dated this 31st day of October, 2013

LEWIS-STAROSTKA, INC.
a Nebraska corporation,



Ellie Lewis, President

DOUBLE D LAND COMPANY,
a Nebraska limited liability company,



Richard C. Krueger, Member

ROKEBY HOLDINGS, LTD.
a Nebraska limited partnership,

By Rokeby GP, LLC,
a Nebraska limited liability company,
General Partner

By Southview, Inc
a Nebraska corporation,
Member



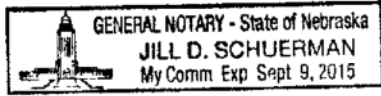
Thomas G. Schleich, President

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

Marvin Krout
Marvin Krout, Planning Director

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 29th day of October, 2013, by Ellie Lewis, President of Lewis-Starostka, Inc., a Nebraska corporation



Jill D. Schuerman
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

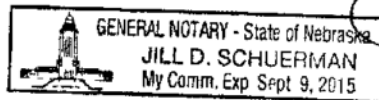
The foregoing instrument was acknowledged before me this 31st day of October, 2013, by Richard Krueger, Member of Double D Land Company, LLC, a Nebraska limited liability company



Jill D. Schuerman
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

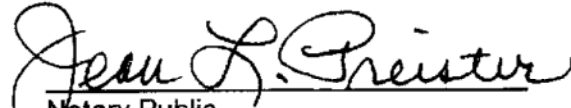
The foregoing instrument was acknowledged before me this 31st day of October, 2013, by Thomas G Schleich, President of Southview, Inc., a Nebraska corporation, Member of Rokeby GP, LLC, a Nebraska limited liability company, General Partner of Rokeby Holdings Ltd., a Nebraska limited partnership.

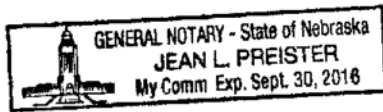


Jill D. Schuerman
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 12 day of NOV., 2013, by Marvin Krout, Planning Director of the City of Lincoln, Nebraska, a municipal corporation


Notary Public



Grandview Estates Addition

Block 1

Lot 1

Lot 2

Lot 3

Lot 4

Lot 5

Lot 6

Lot 7

Lot 8

Lot 9

Lot 10

Lot 11

Lot 12

Lot 13

Lot 14

Lot 15

Lot 16

Lot 17

Block 2

Lot 1

Lot 2

Lot 3

Lot 4

Lot 5

Lot 6

Lot 7

Lot 8

Lot 9

Lot 10

Lot 11

Lot 12

Lot 13

Lot 14

Lot 15

Lot 16

Lot 17

Lot 18

Lot 19

Block 3

Lot 1

Lot 2

Lot 3

Lot 4

Lot 5

Lot 6

Lot 7

Lot 8

Lot 9

Lot 10

Lot 11

Lot 12

Lot 13

Lot 14

Lot 15

Block 4

Lot 1

Lot 2

Lot 3

Lot 4

Lot 5

Lot 6

Lot 7

Lot 8

Lot 9

Outlot 'A'

Outlot 'B'

Outlot 'C'

Outlot 'D'

GRES