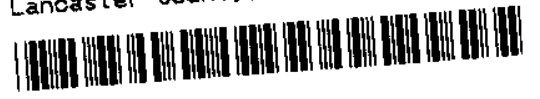


74998

HAHOS5
9P

Inst # 2005075718 Wed Dec 28 08:55:00 CST 2005
Filing Fee: \$76.00
Lancaster County, NE Assessor/Register of Deeds Office Pages 6
cpocls
SUAGRT



AGREEMENT

THIS AGREEMENT is made and entered into by and between **Hartland Homes, Inc., 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 **HARTLAND HOMES SOUTHWEST 5TH 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 **HARTLAND HOMES SOUTHWEST 5TH ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the public street paving and 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.

Carston Assoc.

2. The Subdivider agrees to complete the installation of sidewalks along both sides of W. Washington Street, W. Shane Drive, W. Peach Street, S.W. 28th Street, W. Arlington Street, S.W. Derrick Ave., and W. Rose Street and along the west side of S.W. 27th Street as shown on the final plat within four years following the approval of this final plat.
3. The Subdivider agrees to construct the sidewalk in the pedestrian way easement in Outlot A at the same time as W. Peach Street is paved and to agree that no building permit shall be issued for construction on Lot 1, Block 6, until such time as the sidewalk in the pedestrian way easement is constructed.
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 plat within two years following the approval of this final plat.
6. The Subdivider agrees to complete the enclosed public drainage facilities as 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 not more than two years following the approval of this final plat.
8. The Subdivider agrees to complete the installation of public street lights along W. Washington Street, W. Shane Drive, W. Peach Street, S.W. 28th Street, W. Arlington St., S.W. Derrick Ave., and W. Rose Street within this plat within two years following the approval of this final plat.

9. The Subdivider agrees to complete the planting of the street trees along W. Washington Street, W. Shane Drive, W. Peach Street, S.W. 28th Street, W. Arlington St., S.W. Derrick Ave., and W. Rose Street and along the west side of S.W. 27th Street within this plat within four years following the approval of this final plat.
10. The Subdivider agrees to complete the installation of 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 Chapter 26.23 of 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 to submit to the Director of Public Works for review and approval a plan showing proposed measures to control sedimentation and erosion and the proposed method to temporarily stabilize all graded land.
14. The Subdivider agrees to comply with the provisions of the Land Preparation and Grading requirements of the Land Subdivision Ordinance.
15. The Subdivider agrees to complete the public and private improvements shown on the Community Unit Plan.
16. The Subdivider agrees to maintain the sidewalks in the pedestrian way easement in Outlot A on a permanent and continuous basis.
17. The Subdivider agrees to maintain the outlots and private improvements on a permanent and continuous basis, and to recognize that there may be additional maintenance issues or costs associated with providing for the proper functioning

of stormwater detention/retention facilities as they were designed and constructed within the development and these are the responsibility of the Subdivider. Subdivider further 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 such maintenance obligations only 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.


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

19. The Subdivider agrees to inform all prospective purchasers and users that the land is located within the Airport Environs Noise District, that the land is subject to an aviation and noise easement granted to Lincoln Airport Authority, and that the land is

potentially subject to aircraft noise levels which may affect users of the property and interfere with its use.

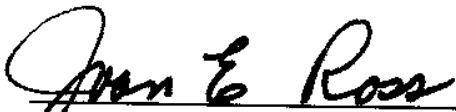
Dated this 1 day of December, 2005.

HARTLAND HOMES, INC.
a Nebraska corporation,



Duane Hartman, President

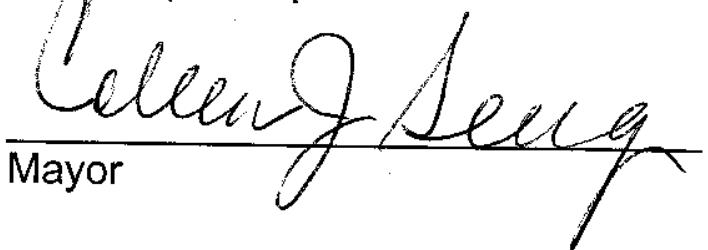
ATTEST:



Joan E. Ross
City Clerk



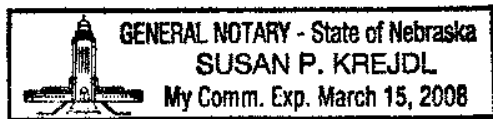
CITY OF LINCOLN, NEBRASKA,
a municipal corporation

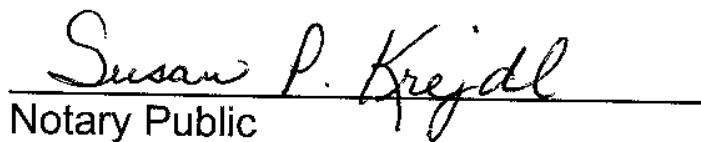


Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 1 day of December, 2005, by Duane Hartman, President of Hartland Homes, Inc., a Nebraska corporation.

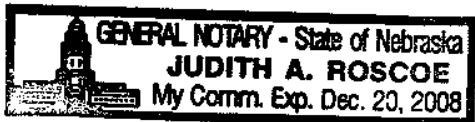


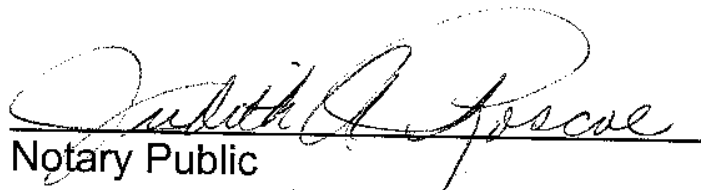


Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 12th day of December 2005, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.





Notary Public

HARTLAND HOMES SOUTHWEST 5TH ADDITION
FINAL PLAT

Block 1

Lot 1
Lot 2
Lot 3
Lot 4
Lot 5
Lot 6
Lot 7
Lot 8
Lot 9
Lot 10

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

Block 3

Lot 1
Lot 2
Lot 3
Lot 4
Lot 5

Block 4

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 5

Lot 1
Lot 2
Lot 3
Lot 4
Lot 5
Lot 6
Lot 7
Lot 8
Lot 9
Lot 10

Block 6

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 7

Lot 1

Block 8

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

Outlot 'A'
Outlot 'B'
Outlot 'C'
Outlot 'D'
Outlot 'E'