



AGREEMENT

THIS AGREEMENT is made and entered into by and between **HH DEVELOPMENT, INC., a Nebraska corporation, formerly known as HARTLAND HOMES, INC.**, 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 8TH 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 **HARTLAND HOMES SOUTHWEST 8TH 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.
2. The Subdivider agrees to complete the public water distribution system to serve this plat within two years following the approval of this final plat.

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

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

5. The Subdivider agrees to complete the installation of public street lights along S.W. Derek Avenue, W. Kyle Lane, W. Sumner Street, and S.W. 29th Street within this plat within two years following the approval of this final plat.

6. The Subdivider agrees to complete the planting of the street trees along both sides of S.W. Derek Avenue, W. Kyle Lane, W. Sumner Street, and S.W. 29th Street within this plat within six years following the approval of this final plat.

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

8. The Subdivider agrees to timely complete any other public or private improvement or facility required by the Land Subdivision Ordinance which have not been waived, but which inadvertently may have been omitted from the above list of required improvements.

9. 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).

10. The Subdivider agrees to submit to the Director of Public Works and Utilities a plan showing proposed measures to control sedimentation and erosion and the proposed method to temporarily stabilize all graded land for approval.

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

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

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

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

15. The Subdivider agrees to inform all prospective purchasers and users of land located within the Airport Environs Noise District 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 _____ day of _____, 2017.

HH DEVELOPMENT, INC.,
a Nebraska corporation, formerly known as
Hartland Homes, Inc.

By: 

Andrew P. Hartman, President

HARTLAND HOMES SOUTHWEST 8TH ADDITION

FINAL PLAT
LOT LIST

BLOCK 1

LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11

BLOCK 2

LOT 1

BLOCK 3

LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8

BLOCK 4

LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11

BLOCK 5

LOT 1

OUTLOT 'A'

H4H058