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**AGREEMENT**

THIS AGREEMENT is made and entered into by and between **APPLES WAY, LLC, 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 **IRON RIDGE 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 **IRON RIDGE ADDITION** it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the installation of sidewalks adjacent to Outlot C at the intersection of Hollow Tree Drive and Rokeby Road as shown on the final plat at the same time as the adjacent streets are paved.
2. The Subdivider agrees to complete the planting of the street trees along Rokeby Road within this plat within six years following the approval of this final plat.

*mail Clark Erwin*

3. 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.

4. 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).

5. 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.

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

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

8. The Subdivider agrees to keep taxes and special assessments on the outlots from becoming delinquent.

9. The Subdivider agrees to maintain the outlots on a permanent and continuous basis.

10. 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(s) 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:

- (1) 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 improvement has certified to the City that the improvement has been installed in accordance with approved plans.
- (2) 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.

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

12. The Subdivider agrees to inform all purchasers and users of land located within the 100 year floodplain that said land is located within the 100 year floodplain and that the grading of the lots and outlots shall be in conformance with the grading plan approved with the Community Unit Plan Special Permit #17017 or as amended by the Director of Planning. The volume of fill material brought into each lot and outlot from outside the floodplain shall not exceed that shown on the approved grading plan accompanying the preliminary plat.

Dated this 19 day of December, 2017.

**APPLES WAY, LLC,**  
a Nebraska limited liability company

By:   
Tom Beckius, Managing Member

CITY OF LINCOLN, NEBRASKA,  
a municipal corporation,

David R. Cary  
David R. Cary, Planning Director

*Texas*  
STATE OF ~~NEBRASKA~~ )  
*Harris* ) ss.  
COUNTY OF ~~LANCASTER~~ )

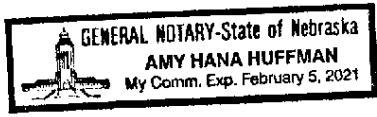
The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December, 2017, by Tom Beckius, Managing Member of Apples Way, LLC, a Nebraska limited liability company.



Galen Craig Thompson  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of December, 2017, by David R. Cary, Planning Director of the City of Lincoln, Nebraska, a municipal corporation.



Amy Hana Huffman  
Notary Public

IRON RIDGE ADDITION

LOTS 1 THROUGH 8.

OUTLOTS "A", "B" AND "C".

NO  
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