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LANCASTER COUNTY, NE

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INST. NO 2004

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AGREEMENT

THIS AGREEMENT is made and entered into by and between **Nebraska Nurseries 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 **THE PRESERVE ON ANTELOPE CREEK 6TH 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 **THE PRESERVE ON ANTELOPE CREEK 6TH ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the street paving of Viburnum Drive within this plat as shown on the final plat within two years following the approval of this final plat.
2. The Subdivider agrees to complete the installation of sidewalks along both sides of Viburnum Drive and along the north side of Preserve Lane as shown on the final plat within four years following the approval of this final plat.
3. The Subdivider agrees to complete the public water distribution system as shown on the approved preliminary plat within two years following the approval of this final plat.

Planning

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

5. The Subdivider agrees to complete the construction of the enclosed drainage facilities as shown on the approved drainage study within two years following the approval of this final plat.

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

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

8. The Subdivider agrees to complete the installation of the street name signs within two years following the approval of this final plat.

9. The Subdivider agrees to complete any other public or private improvement or facility required by Chapter 26.23 of the Land Subdivision Ordinance in a timely manner which inadvertently may have been omitted from the above list of required improvements.

10. 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.

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

12. The Subdivider 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 and to maintain the plants in the medians and islands on a permanent and continuous basis. The Subdivider further agrees to properly and continuously maintain and supervise the private facilities which have common use and benefit 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 and that these are the responsibility of the Subdivider. 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 private improvements have been satisfactorily installed and the documents creating the association have been reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

13. The Subdivider agrees to regularly maintain the street trees along the private roadways.

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

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

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

17. The Subdivider agrees to properly and continuously maintain and supervise the private facilities which have common use or benefit, and 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 land owner.

18. The Subdivider agrees to timely complete the public and private improvements and facilities required by Chapter 26.23 of the Land Subdivision Ordinance which have not been waived including but not limited to the list of improvements described above.

**NEW LOTS AND BLOCKS CREATED
6TH ADDITION, THE PRESERVE ON ANTELOPE CREEK**

LOTS 1-9, BLOCK 1

OUTLOT A

OUTLOT B

OUTLOT C