

Inst # 2014027952 Fri Jul 25 16:13:37 CDT 2014  
Filing Fee: \$52.00  
Lancaster County, NE Assessor/Register of Deeds Office SUAGRT  
Pages 8



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## AGREEMENT

THIS AGREEMENT is made and entered into by and between **VILLAGE MEADOWS, LLC, a Nebraska limited liability company, and 1640 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 **VILLAGE MEADOWS 9TH 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 **VILLAGE MEADOWS 9TH 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 construct the sidewalk in the pedestrian way easements in Outlot D at the same time as Bridle Lane is paved and to agree that no building permits shall be issued for construction on Lots 2 and 3, Block 4, until such time as the sidewalks in the pedestrian way easements have been 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 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 six 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 the installation of the permanent markers prior to construction on or conveyance of any lot in the plat.
10. 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.
11. 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).

12. 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.

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

14. The Subdivider agrees to complete the improvements shown on the Planned Unit Development.

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

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

17. 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.

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

19. 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.

20. 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.

21. 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.

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


23. The Subdivider agrees to relinquish the right of direct vehicular access from Yankee Hill Road except as shown.

Dated this 18<sup>th</sup> day of July, 2014.


**VILLAGE MEADOWS, LLC,**  
a Nebraska limited liability company,

By: 1640 LLC,  
a Nebraska limited liability company,  
Manager

By: Michelle S. Benes Revocable Trust  
dated May 21, 2003, Member

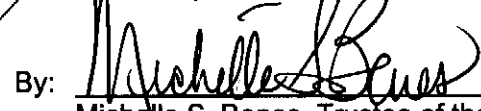
By:   
Michelle S. Benes, Trustee of the  
Michelle S. Benes Revocable Trust  
dated May 21, 2003, Member  
of 1640 LLC, Manager  
of Village Meadows, LLC

By: Robert L. Benes Revocable Trust  
dated May 21, 2003, Member


By:   
Robert L. Benes, Trustee of the  
Robert L. Benes Revocable Trust  
dated May 21, 2003, Member  
of 1640 LLC, Manager  
of Village Meadows, LLC

**1640 LLC,**  
a Nebraska limited liability company,  
Manager

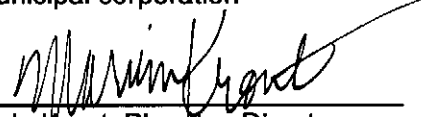
By: Michelle S. Benes Revocable Trust  
dated May 21, 2003, Member

By:   
Michelle S. Benes, Trustee of the  
Michelle S. Benes Revocable Trust  
dated May 21, 2003, Member  
of 1640 LLC

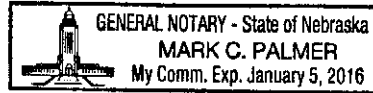
By: Robert L. Benes Revocable Trust  
dated May 21, 2003, Member

By:   
Robert L. Benes, Trustee of the  
Robert L. Benes Revocable Trust  
dated May 21, 2003, Member  
of 1640 LLC


**CITY OF LINCOLN, NEBRASKA,**  
a municipal corporation

  
\_\_\_\_\_  
Marvin Krout, Planning Director

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )



The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of July, 2014, by Michelle S. Benes, Trustee of the Michelle S. Benes Revocable Trust dated May 21, 2003, Member of 1640 LLC, a Nebraska limited liability company, Manager of Village Meadows, LLC, a Nebraska limited liability company.

  
\_\_\_\_\_  
Notary Public

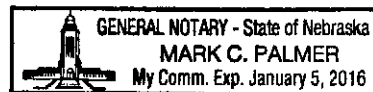
STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )



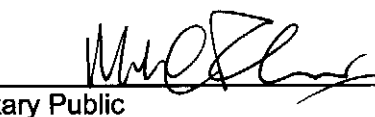
The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of July, 2014, by Robert L. Benes, Trustee of the Robert L. Benes Revocable Trust dated May 21, 2003, Member of 1640 LLC, a Nebraska limited liability company, Manager of Village Meadows, LLC, a Nebraska limited liability company.

  
\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )



The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of July, 2014, by Michelle S. Benes, Trustee of the Michelle S. Benes Revocable Trust dated May 21, 2003, Member of 1640 LLC, a Nebraska limited liability company.

  
\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA            )

COUNTY OF LANCASTER

) ss.  
)



The foregoing instrument was acknowledged before me this 18th day of July, 2014, by Robert L. Benes, Trustee of the Robert L. Benes Revocable Trust dated May 21, 2003, Member of 1640 LLC, a Nebraska limited liability company.

[Signature]  
Notary Public

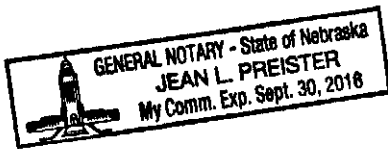
STATE OF NEBRASKA

)  
) ss.  
)

COUNTY OF LANCASTER

The foregoing instrument was acknowledged before me this 23 day of July, 2014, by Marvin Krout, Planning Director of the City of Lincoln, Nebraska, a municipal corporation.

[Signature]  
Notary Public



## Village Meadows 9<sup>th</sup> Addition

Block 1: Lots 1 through 13.

Block 2: Lots 1 & 2.

Block 3: Lot 1.

Block 4: Lots 1 through 8.

Outlots: "A", "B", "C" & "D".

VFM9