

THWOYAH

~

---

## AGREEMENT

THIS AGREEMENT is made and entered into by and between **R. C. Krueger Development Company, 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 WOODLANDS AT YANKEE HILL 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 **THE WOODLANDS AT YANKEE HILL 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 installation of sidewalks along both sides of all streets (except South 70th Street south of Yankee Woods Drive which is secured by a cash payment) 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 to serve this plat within two years following the approval of this final plat.

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

5. 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.

6. 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 but not more than two years following the approval this final plat.

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

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

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

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

11. 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 have not been waived but which inadvertently may have been omitted from the above list of required improvements.

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 public and private improvements shown on the Planned Unit Development.

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

16. The Subdivider agrees to maintain the outlots and private improvements in a condition as near as practical to the original construction 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.

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

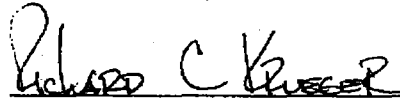
18. The Subdivider agrees to protect the trees that are indicated to remain during  
construction and development.

19. The Subdivider agrees to relinquish the right of direct vehicular access to  
South 70th Street except as shown, unless the existing residence remains, then direct vehicular  
access to South 70th Street is hereby relinquished except at Yankee Woods Drive, Rebel Drive,  
and the driveway at Lot 13, Block 7. Driveway access from Lot 13, Block 7 to South 70th Street  
to be relinquished at time of final plat to subdivide Lot 13, Block 7.

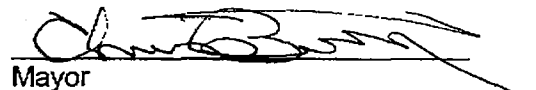
20. That the agreements contained herein shall be binding and obligatory upon  
the heirs, successors and assigns of Subdivider.

Dated this 16<sup>th</sup> day of July, 2008.

R.C. KRUEGER DEVELOPMENT COMPANY,  
a Nebraska corporation,

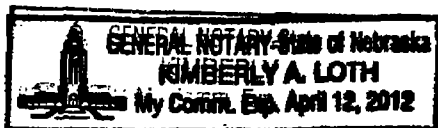
  
Richard C. Krueger, President

CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

  
Mayor

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER            )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of July, 2008, by Richard C. Krueger, President of R.C. Krueger Development Company, a Nebraska corporation.



Kimberly A. Loth  
Notary Public

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER            )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of July, 2008, by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Sandy L. Dubas  
Notary Public

# THE WOODLANDS AT YANKEE HILL 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  
LOT 12  
LOT 13

### BLOCK 3

LOT 1  
LOT 2  
LOT 3  
LOT 4  
LOT 5

OUTLOT 'A'  
OUTLOT 'B'  
OUTLOT 'C'  
OUTLOT 'D'

### BLOCK 4

LOT 1  
LOT 2  
LOT 3  
LOT 4  
LOT 5  
LOT 6

### 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  
LOT 15  
LOT 16  
LOT 17  
LOT 18  
LOT 19  
LOT 20  
LOT 21  
LOT 22  
LOT 23  
LOT 24  
LOT 25  
LOT 26

### BLOCK 5

LOT 1  
LOT 2

### BLOCK 6

LOT 1  
LOT 2  
LOT 3  
LOT 4  
LOT 5  
LOT 6

### BLOCK 7

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