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Lancaster County, NE Assessor/Register of Deeds Office SUAGRT
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AGREEMENT

THIS AGREEMENT is made and entered into by and between **R.C. KRUEGER DEVELOPMENT COMPANY**, a Nebraska corporation, **3 AP-SE, LLC**, a Nebraska limited liability company, and **Midwest Net Lease Investors – SE, 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 **THE WOODLANDS AT YANKEE HILL 5TH 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 5TH ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the street paving of public streets within two years following the approval of this final plat.

2 The Subdivider agrees to complete the construction of the sidewalk in the pedestrian way easement in Lot 5, Block 1, at the same time as Rutha Lane is paved and to agree that no building permit shall be issued for construction on Lots 5 and 6, Block 1, until such time as the sidewalk in the pedestrian way easement is 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 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 public and private 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 outlot on a permanent and continuous basis.

17 The Subdivider agrees to maintain the sidewalk in the pedestrian way easement on Lot 5, Block 1, in good order and condition, including repair and replacement as reasonably necessary, on a permanent and continuous basis

18 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 reasonable preventive maintenance of the private facilities, on a permanent and continuous basis

19 The Subdivider agrees to retain ownership of or the right of entry to the outlot in order to perform the above-described maintenance of the outlot 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.


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

Dated this 6th day of September, 2012.

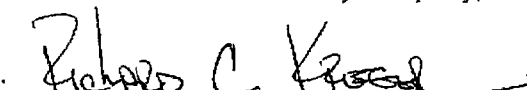
R.C. KRUEGER DEVELOPMENT COMPANY
a Nebraska corporation,


Richard C. Krueger, President

3 AP-SE, LLC
a Nebraska limited liability company,

By: 
Title: MANAGER / MEMBER

Midwest Net Lease Investors – SE, LLC
a Nebraska limited liability company,

By: 
Title: MANAGER / MEMBER

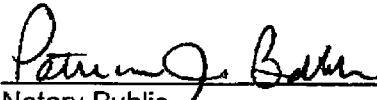
CITY OF LINCOLN, NEBRASKA,
a municipal corporation


Marvin Krout, Planning Director

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 6th day of September, 2012, by Richard C. Krueger, President of R.C. Krueger Development Company, a Nebraska corporation.

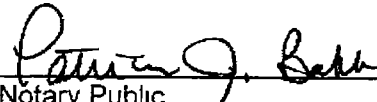



Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 6th day of September, 2012, by Rich Krueger, Member of 3AP-SE, LLC, a Nebraska limited liability company.

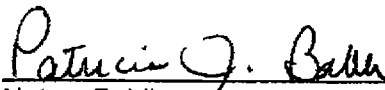



Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

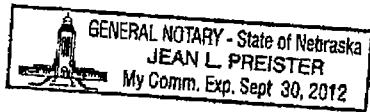
The foregoing instrument was acknowledged before me this 6th day of September, 2012, by Rich Krueger, Member of Midwest Net Lease Investors – SE, LLC, a Nebraska limited liability company.




Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 11 day of September 2012, by Marvin Krout, Planning Director of the City of Lincoln, Nebraska, a municipal corporation.



Jean L. Preister
Notary Public

THE WOODLANDS AT YANKEE HILL 5TH 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
LOT 2
LOT 3
LOT 4

BLOCK 3

LOT 1
LOT 2

BLOCK 4

LOT 1

OUTLOT 'A'