



City of Hickman
P.O. Box 127
Hickman, NE 68372

AGREEMENT

THIS AGREEMENT is made and entered into by and between **RLM Enterprises, LLC, a Nebraska Limited Liability Company**, hereinafter called "Subdivider", whether one or more, and the **CITY OF HICKMAN, NEBRASKA, a municipal corporation**, hereinafter called "City".

WHEREAS, Subdivider has made application to City for permission to subdivide and for approval of the final plat of **BAYLOR HEIGHTS 1ST ADDITION**, a copy of which is attached to this Agreement as Exhibit 'A' (the 'Final Plat'); and

WHEREAS, the Final Plat contains certain provisions requiring an agreement between Subdivider and City relating to the Final Plat and the development thereof.

NOW, THEREFORE, IN CONSIDERATION of the City granting permission to plat and approval of the Final Plat of **BAYLOR HEIGHTS 1ST ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the street paving of the public streets as shown on the Final Plat within two (2) years following the approval of the Final Plat.
2. The Subdivider agrees to complete the installation of sidewalks along the west side of Oakview Drive and the north side of Woodland Boulevard shown on the Final plat within four (4) years following the approval of the Final Plat. The Subdivider agrees to complete

installation of an eight (8) feet wide concrete trail along the south side of Woodland Boulevard adjacent to Lot 1, Block 2 and Lot 1, Block 3, and along the east side of Oakview Drive adjacent to Lots 1-7, Block 2 as shown on Exhibit 'B' attached to this Agreement, within four (4) years following approval of the Final Plat. Upon receipt of documentation that the eight (8) feet wide concrete trail has been installed adjacent to the foregoing lots within the Final Plat, City agrees to reimburse the owners of the lots the following amounts to offset the cost of constructing the eight (8) feet wide concrete trail versus a regular four (4) feet wide concrete sidewalk along the south side of Woodland Boulevard and the east side of Oakview Drive:

| | |
|----------------|---------|
| Lot 1, Block 2 | \$2,200 |
| Lot 2, Block 2 | \$700 |
| Lot 3, Block 2 | \$700 |
| Lot 4, Block 2 | \$700 |
| Lot 5, Block 2 | \$700 |
| Lot 6, Block 2 | \$650 |
| Lot 7, Block 2 | \$650 |
| Lot 1, Block 3 | \$1,100 |

3. The Subdivider agrees to complete the public water distribution system to serve the properties located in the Final Plat within two (2) years following the approval of the Final Plat.
4. The Subdivider agrees to complete the public wastewater collection system to serve the properties located in the Final Plat within two (2) years following the approval of the Final Plat.

5. The Subdivider agrees to complete the enclosed drainage facilities located in the Final Plat within two (2) years following the approval of the Final Plat.
6. The Subdivider agrees to complete the installation of the LED public street lights along Oakview Drive and Woodland Boulevard within the Final Plat within two (2) years following the approval of the Final Plat.
7. The Subdivider agrees to complete the installation of the street name signs within two (2) years following the approval of the Final Plat.
8. The Subdivider agrees to complete the installation of permanent markers prior to construction on or conveyance of any lot within the Final Plat.
9. The City agrees to install electricity to the lots within the Final Plat once the public wastewater collection system, public water distribution system and paving of the public streets within the Final Plat have been completed.
10. The Subdivider agrees to complete any public and private improvements or facility required by Article 6 of the City Subdivision Regulations which have not been waived and which inadvertently may have been omitted from the above list of required improvements within four (4) years of the date of this Agreement.
11. The Subdivider agrees to comply with the provisions of Article 6.14 (Land Preparation) and Article 6.04 (Street Grading and Construction) of the City of Hickman Subdivision Regulations. Final grading plans must be submitted with the Final Plat. A temporary turnaround shall not be required at the end of Woodland Boulevard.
12. This Agreement and all obligations and covenants contained herein of the Subdivider shall run with the land and be binding and obligatory upon the heirs, successors and assigns of Subdivider.

13. This Agreement shall be recorded with the Lancaster County Register of Deeds upon the recording of the Final Plat for the Baylor Heights 1st Addition.
14. This Agreement and all obligations of the Subdivider shall apply to the Baylor Heights 1st Addition including all of the lots legally described in Exhibit 'C' to this Agreement.
15. Subdivider guarantees the completion of all improvements as required by City of Hickman Subdivision Regulations Sections 8.02, 8.03 and 8.04 and will provide an Agreement for Escrow of Security Fund attached hereto as Exhibit 'D'.
16. An Ownership Certificate for the property included within the Final Plat is attached hereto as Exhibit 'E' to this Agreement.

Dated this 7 day of NOV, 2016.

EXHIBIT 'A'

BAYLOR HEIGHTS
1ST ADDITION

OUTLOT 'B'
RESERVED FOR FUTURE DEVELOPMENT

OUTLOT 'A'
PEDESTRIAN
PATHWAY

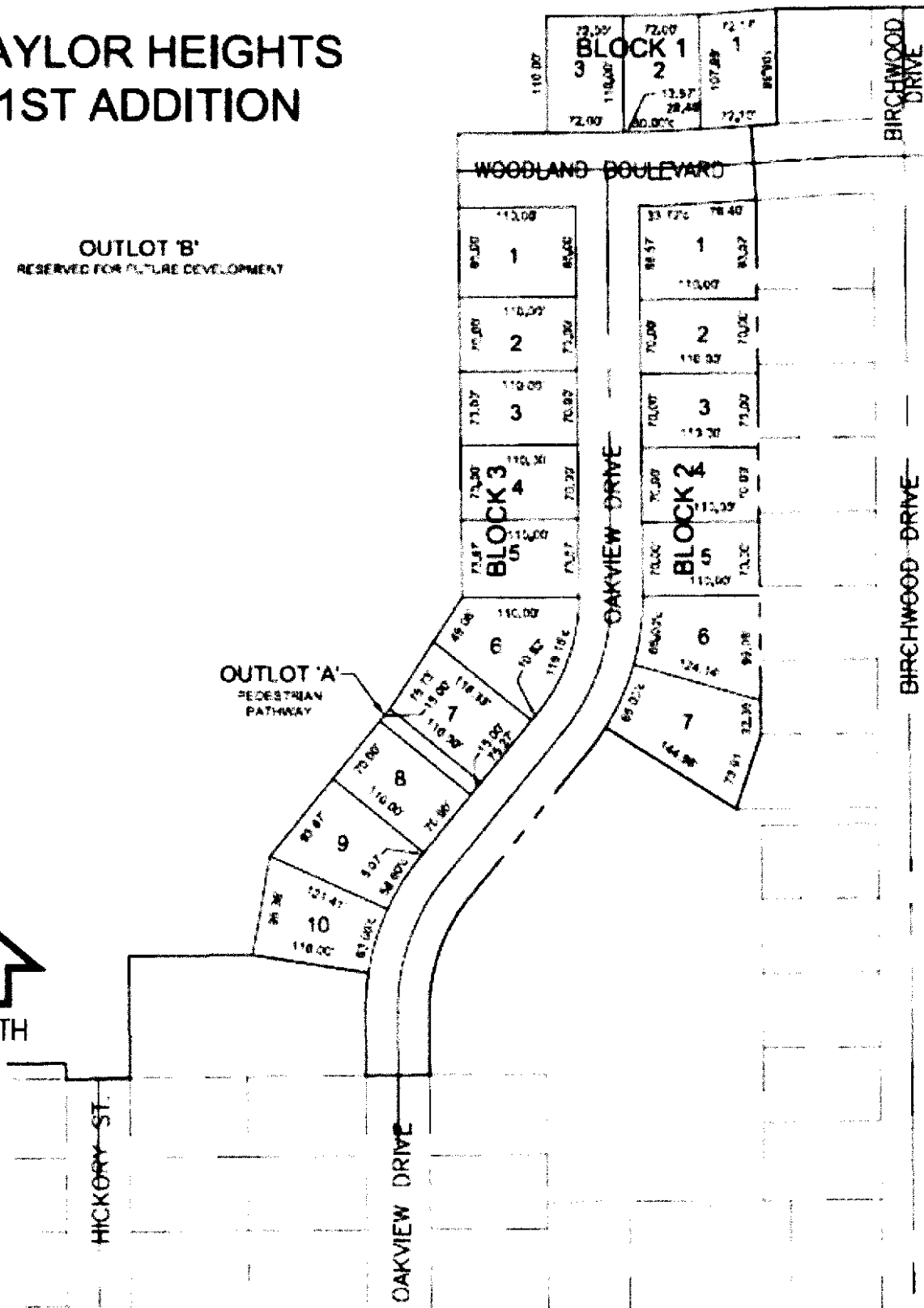
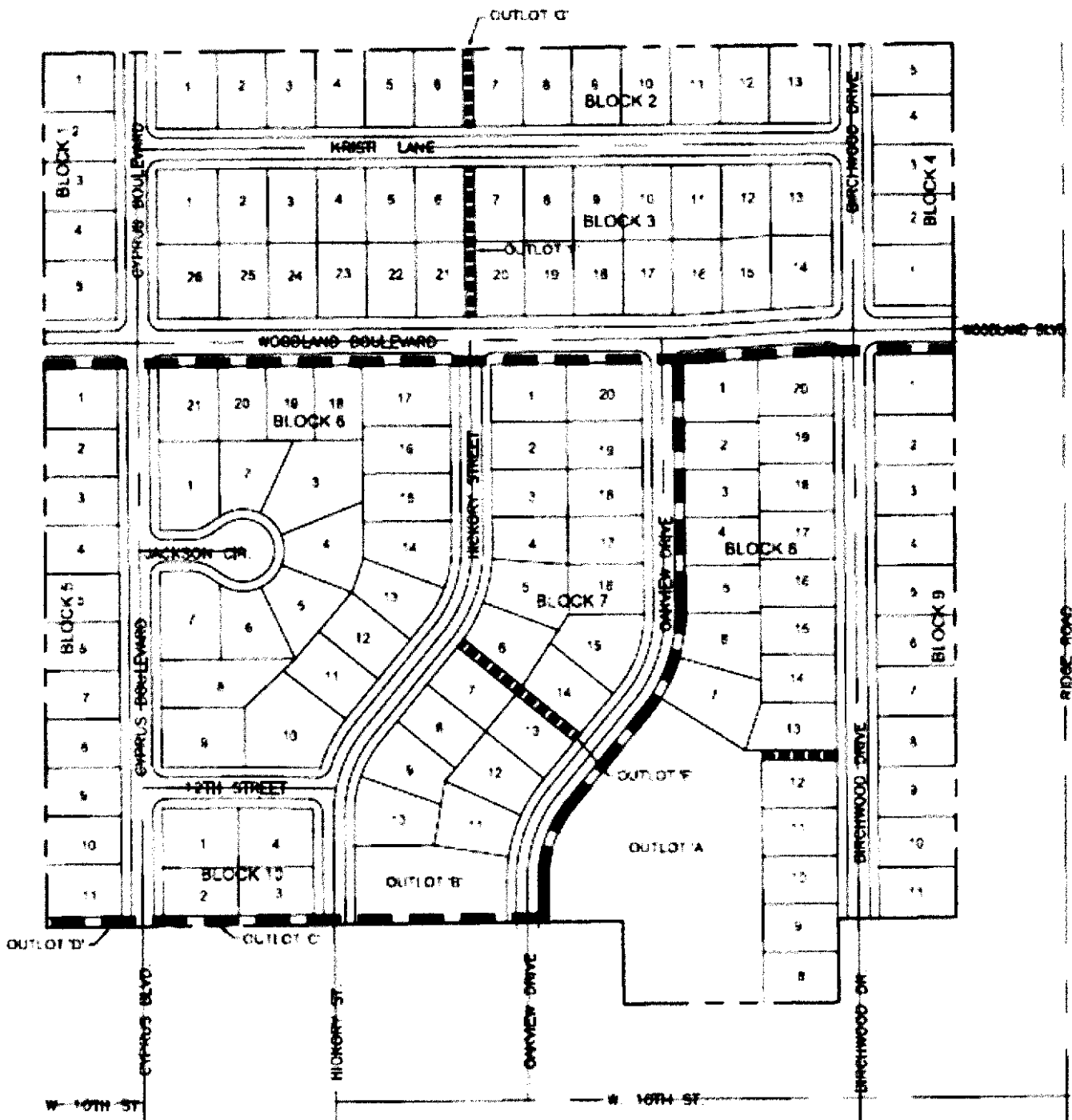


EXHIBIT 'B'



LEGEND

- BIKE TRAIL LOCATION
- PEDESTRIAN WAY SIDEWALK LOCATION

EXHIBIT 'C'

Legal Description of Lots

**BAYLOR HEIGHTS 1ST ADDITION
FINAL PLAT**

Block 1

- Lot 1
- Lot 2
- Lot 3

Block 2

- Lot 1
- Lot 2
- Lot 3
- Lot 4
- Lot 5
- Lot 6
- Lot 7

Block 3

- Lot 1
- Lot 2
- Lot 3
- Lot 4
- Lot 5
- Lot 6
- Lot 7
- Lot 8
- Lot 9
- Lot 10

Outlot A

Outlot B

EXHIBIT 'D'

**BAYLOR HEIGHTS 1ST ADDITION
FINAL PLAT
AGREEMENT FOR ESCROW OF SECURITY FUND**

WHEREAS, before any final plat may be approved, the required improvements must have been installed or a performance bond, escrow or security agreement must be furnished to the City to guarantee the installation of the required improvements which may be installed within a subdivision; and

WHEREAS, RLM Enterprises, LLC, a Nebraska limited liability company, hereinafter called "Permittee," has made application to the City for permission to construct and/or install public improvements consisting of:

Improvement

Street Paving
Water Distribution System
Wastewater Distribution System
Drainage Facilities
Street Lights
Street Name Signs
Permanent Markers

within the final plat of BAYLOR HEIGHTS 1st ADDITION, an addition to the City of Hickman, Lancaster County, Nebraska and guarantee the same by placing funds in an escrow account as security for performance of said construction.

NOW, THEREFORE, IT IS AGREED by and between RLM Enterprises, LLC, Permittee, and the City of Hickman, Nebraska, a municipal corporation, hereinafter called the "City," as follows:

1. That prior to approval of the aforesaid final plat, Permittee shall either deposit the sum of Four Hundred Twenty-seven Thousand One Hundred Four Dollars (\$427,104.00) with First State Bank (Bank) as escrow agent for the City, or obtain a loan of immediately payable funds from First State Bank (Bank) in said amount and irrevocably pledge and assign said funds to First State Bank (Bank) as escrow agent for the City, the same to be held in escrow as security to guarantee the construction of the aforesaid improvements within said final plat.

2. The said escrow fund shall be allocated to the above-specified improvements in said final plat as follows:

| <u>Improvement</u> | <u>Amount</u> (110% of estimated cost) |
|--------------------------------|---|
| Street Paving | \$ <u>203,903.00</u> |
| Water Distribution System | \$ <u>68,937.00</u> |
| Wastewater Distribution System | \$ <u>90,013.00</u> |
| Drainage Facilities | \$ <u>50,204.00</u> |
| Street Lights | \$ <u>8,250.00</u> |
| Street Name Signs | \$ <u>297.00</u> |
| Permanent Markers | \$ <u>5,500.00</u> |

Said escrow fund shall **NOT** be automatically transferred and allocated to the specified improvements to the extent such improvements are required to be installed in a subsequent final plat involving any portion of the property within this final plat (“replat”).

3. The funds designated for any one improvement listed above may be released from escrow only as authorized by the City Administrator or other City designee. The City Administrator or other City designee shall authorize First State Bank (Bank) to release funds according to the following:

Whenever twenty-five, fifty or seventy-five percent or more of the value of any paving, water, sanitary sewer or drainage facilities improvement within the final plat has been completed in accordance with the approved construction plans, and the percentage of completion has been certified by Permittee’s registered professional engineer to the City, the amount of the funds required as security for said improvement shall be reduced by twenty-five, fifty or seventy-five percent, respectively; provided that such reduction does not reduce the amount of funds held in escrow for said improvement to an amount less than one hundred ten percent (110%) of the estimated cost of the work remaining to be completed under the approved construction plans. Final escrow releases will be submitted as follows;

- a. Final paving releases will be submitted when 100% of the paving work has been completed under the construction plans. Compaction, air and slump, yield, and proof rolling tests are required to be completed by the Permittee’s registered professional engineer, before the final release will be approved.
- b. Final water releases will be submitted when 100% of the water work has been completed under the construction plans. Once the coliform tests have been completed and approved, and DHHS has approved connection to the public water system, the final release will be approved.
- c. Final sanitary sewer releases will be submitted when 100% of the sewer work has been completed under the construction plans. Once the pressure tests and video of the sewer have been submitted and accepted, the final release will be approved.
- d. Final drainage facilities releases will be submitted and approved when 100% of the drainage facilities work has been completed under the construction plans. One hundred percent (100%) will be released when the work has been completed to the satisfaction of the City.
- e. Street lighting releases will be submitted when 100% of the street lighting work has been completed under the construction plans. One hundred percent (100%) will be released when the work has been completed to the satisfaction of the City.
- f. Street name signs releases will be submitted when 100% of the street name signs have been installed under the construction plans. One hundred percent (100%) will be released when the work has been completed to the satisfaction of the City.
- g. Permanent markers releases will be submitted when 100% of the lot staking work has been completed under the construction plans. One hundred percent (100%) will be released when the work has been completed to the satisfaction of the City.

In the event any or all of the aforesaid improvements are not completed to the satisfaction of the City by the completion dates listed in the conditions of approval for said final plat or replat to do said construction, whichever is earlier, then and in that event First State Bank (Bank) upon written request from the City, shall pay to the City the total amount of funds designated for each of the aforesaid improvements which shall not have been completed on said date or the amount of funds necessary to complete construction thereof, whichever is the lesser, and the City shall utilize said funds released by First State Bank (Bank) to complete the improvements.

4. This Agreement shall be contingent upon its execution by the parties hereto, the pledge and assignment of the required security funds with First State Bank (Bank) as escrow agent for the City, and the acceptance of this Agreement by said escrow agent.

5. Permittee agrees to pay any and all fees charged by First State Bank (Bank) as escrow agent for the City under the terms of this Agreement.

6. First State Bank (Bank) shall be liable as a depository only.

7. Upon deposit of the security fund as provided in this Agreement, the City agrees to waive the requirement that Permittee post performance bonds for completion of the aforesaid improvements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 25th day of October, 2016.

“Permittee”

RLM ENTERPRISES, LLC,
a Nebraska limited liability company

By: Roland Meyer
Roland Meyer, Member

“City”

CITY OF HICKMAN, NEBRASKA,
a municipal corporation

ATTEST:

Kyle
City Clerk

Approved:

[Signature]
City Attorney

[Signature]
Doug Hansen, Mayor

ACCEPTANCE OF ESCROW AGREEMENT

First State Bank (Bank) hereby agrees to the terms and instruction listed above and acknowledges that it has accepted a deposit of Four Hundred Twenty-seven Thousand One Hundred Four Dollars (\$427,104.00) or an irrevocable pledge and assignment of immediately payable funds in said amount from RLM Enterprises, LLC (Permittee) to be held in escrow (Note No. 70015503) by First State Bank (Bank) as escrow agent for the City of Hickman, Nebraska, a municipal corporation, to ensure construction of the improvements listed in the above and foregoing Agreement and further agrees not to release any of said monies or irrevocable pledges held by First State Bank (Bank) to secure construction of said improvements until it has received written authorization from the City of Hickman in accordance with the foregoing Agreement.

Dated this 22 day of NOV, 2016.

Attest:

First State Bank
655 Chestnut Street
P.O. Box 231
Hickman, NE 68372

By: Tim Kalkowski

Name: TIM KALKOWSKI

Title: Branch President

EXHIBIT 'E'

OWNERSHIP CERTIFICATE

FILE NO: 6094111

**TO: REGA Engineering Group, Inc.
Marcia Kinning**

Nebraska Title Company, authorized to engage in the business of abstracting in the State of Nebraska under Certificate of Authority No 56, hereby certifies that the records of Lancaster County, Nebraska have been carefully examined with reference to the following described property, and from such examination finds as follows:

LEGAL DESCRIPTION:

Outlot E. Baylor Heights Addition, Lancaster County, Nebraska

GRANTEE IN LAST DEED OF RECORD:

RLM Enterprises, LLC, a Nebraska limited liability company

UNRELEASED LIENS OF RECORD:

- a. Construction Deed of Trust from RLM Enterprises, LLC, a Nebraska Limited Liability Company, to First State Bank Nebraska, Trustee and Beneficiary, in the principal amount of \$249,000.00, with a maximum obligation limit of \$2,000,000.00, dated April 14, 2016 and recorded April 14, 2016 as Inst. No. 2016013484

NOTE: Notice of Commencement executed by RLM Enterprises, LLC recorded April 14, 2016 as Inst. No. 2016013485 Said notice has a duration of One Year.

Effective Date: August 16, 2016 at 8:00 am

Nebraska Title Company

By 
Registered Abstracter

Please direct inquiries to: Amanda Mosiman