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LANCASTER COUNTY, NE

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AGREEMENT

THIS AGREEMENT is made and entered into by and between **Herbert Brothers, a Nebraska general partnership**, 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 **CROWN POINTE ESTATES 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 **CROWN POINTE ESTATES 6TH ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the street paving of Rockledge Road as shown on the final plat within two years following the approval of this final plat.

City of Lincoln
Department of Public Works

2. The Subdivider agrees to complete the installation of sidewalks along both sides of Rockledge Road as shown on the final plat within four years following the approval of this final plat.

3. The Subdivider agrees to complete the installation of sidewalks in the pedestrian way easements shown on the final plat at the same time as Rockledge Road is completed.

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

5. The Subdivider agrees to complete the private wastewater collection system 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 of this final plat.

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

8. The Subdivider agrees to complete the planting of the street trees along Van Dorn Street, 84th Street, and Rockledge Road within this plat within four years following the approval of this final plat.

9. The Subdivider agrees to complete the planting of the landscape screen along the west property line within this plat within two years following the approval of this final plat.

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

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

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

13. 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.

14. The Subdivider agrees to complete the public and private improvements shown on the planned unit development.

15. 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. 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.

16. The Subdivider agrees to continuously and regularly maintain the street trees along the private roadways and landscape screens.

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

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

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

20. The Subdivider agrees to construct the sidewalk in the pedestrian way easement in Lot 1 at the same time as Rockledge Road is paved and to agree that no building permit shall be issued for construction on Lot 1 until such time as the sidewalk in the pedestrian way easement is constructed.

21. The Subdivider agrees to perpetually maintain the sidewalks in the pedestrian way easements on Lot 1 at their own cost and expense.

22. The Subdivider agrees to perpetually maintain the sidewalks in the pedestrian way easements on Lot 1 at their own cost and expense.

23. 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.

24. The Subdivider agrees to relinquish direct vehicular access to Van Dorn and 84th Streets from Lot 1, and to 84th Street and Rockledge Road from Lot 2, except as shown on the approved plans.

25. 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.

26. The Subdivider agrees to post the required security to guarantee completion of the required improvements if the improvements are not completed prior to approval of this final plat.

27. The City acknowledges that Subdivider's application to City for permission to subdivide and for approval of the subdivision plat of Crown Pointe Estates 6th Addition was made in anticipation of the sale of said land to the Slosberg Company for development and that if said sale should not be consummated Subdivider may seek to vacate the plat pursuant to Lincoln Municipal Code § 26.11.140.

Dated this 15 day of June, 2003.

HERBERT BROTHERS,
a Nebraska general partnership,

Glen Herbert
Glen Herbert, Partner

Witness

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

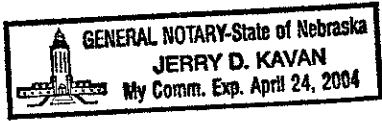
Joan E. Ross
City Clerk



Colleen J. Seung
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

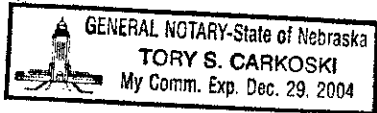
The foregoing instrument was acknowledged before me this 15 day of December, 2003, by ~~Clara~~ Jack Herbert, Partner, Herbert Brothers, a Nebraska limited partnership.



Jerry D. Kavan
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 23 day of December, 2003, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Tory S. Carkoski
Notary Public

CROWN POINTE ESTATES 6th ADDITION LOTS 1 & 2

City of Lincoln
Law Department
2004 MAR 10 11:00 AM
2004 2 10 11:00 AM