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Lancaster County, NE Assessor/Register of Deeds
CPOcls Office AGRMT
Pages 5

AGREEMENT

THIS AGREEMENT is made and entered into by and between **Muff-Stettinger, 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 **ASHLEY HEIGHTS COMMERCIAL CENTER 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 **ASHLEY HEIGHTS COMMERCIAL CENTER ADDITION** it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the installation of sidewalks along the north side of West Huntington Ave. as shown on the final plat within four years following the approval of this final plat.
2. The Subdivider agrees to complete the public water distribution system to serve this plat within two years following the approval of this final plat.
3. The Subdivider agrees to complete the public wastewater collection system to serve this plat within two years following the approval of this final plat.

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4. 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.

5. The Subdivider agrees to complete the planting of the street trees along the north side of West Huntington Ave. within this plat within four years following the approval of this final plat.

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

7. 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 inadvertently may have been omitted from the above list of required improvements.

8. 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.

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

10. The Subdivider agrees to complete the public and private improvements shown on the Preliminary Plat and Use Permit.

11. The Subdivider agrees to maintain the outlots and private improvements 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.

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

13. The Subdivider agrees to relinquish the right of direct vehicular access from Outlot E to N.W. 48th Street.

14. The Subdivider agrees to inform all prospective purchasers and users of land located within the Airport Environs Noise District that the land is located within the Airport Environs Noise District, that the land is subject to an aviation and noise easement granted to Lincoln Airport Authority, and that the land is potentially subject to aircraft noise levels which may affect users of the property and interfere with its use.

15. The Subdivider agrees to submit to all potential purchasers of lots a copy of the ground water report.

Dated this 11 day of May, 2006.

MUFF-STETTINGER, LLC,
a limited liability company,

Paul Muff
Paul Muff, Member

ATTEST:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA,
a municipal corporation,

Coleen J. Seng
Mayor

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.

The foregoing instrument was acknowledged before me this 11th day of May, 2006, by Paul Muff, Member of Muff-Stettinger, LLC, a Nebraska limited liability company.



Michael R. Johnson
Notary Public

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.

The foregoing instrument was acknowledged before me this 15th day of May, 2006, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Sandy L. Dubas
Notary Public

Ashley Heights Commercial Center

Lots 1 and 2

Outlots: "A," "B," "C," "D," and "E."

Tuesday, February 21, 2006

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