

3462



AGREEMENT

THIS AGREEMENT is made and entered into by and between **HIMARK PROPERTIES 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 **HIMARK ESTATES 19TH 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 **HIMARK ESTATES 19TH 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 the sidewalks on both sides of Himark Lane adjacent to Outlot A and Lot 9, Block 2, within four years following the approval of this final plat
3. The Subdivider agrees to complete the public water distribution system within two years following the approval of this final plat.

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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 enclosed private drainage facilities within two years following the approval of this final plat.

7. The Subdivider agrees to complete the installation of public street lights 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 within this plat within six 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 complete the turn lane in Pioneers Boulevard within two years following the approval of this final plat.

12. The Subdivider agrees to timely complete any public or private improvement or facility required by the Land Subdivision Ordinance which have not been waived but inadvertently may have been omitted from the list of required improvements in the Planning Director's letter.

13. 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).

14. 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

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

16. The Subdivider agrees to complete the public and private improvements shown on the Community Unit Plan.

17. The Subdivider agrees to keep taxes and special assessments on the outlot from becoming delinquent

18. The Subdivider agrees to maintain the outlot on a permanent and continuous basis

19. The Subdivider agrees to retain ownership of and the right of entry to the outlot in order to perform the above-described maintenance of the outlot and private improvements on a permanent and continuous basis. However, Subdivider may be relieved and discharged of such maintenance obligations 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 5th day of May, 2014

HIMARK PROPERTIES LLC
a Nebraska limited liability company,

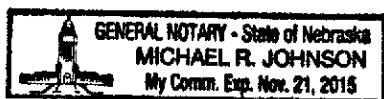

Amy Wieseler, President

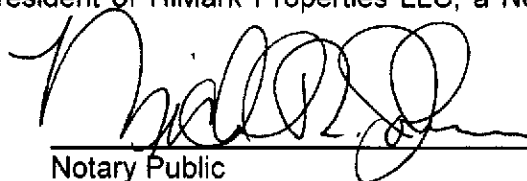
CITY OF LINCOLN, NEBRASKA,
a municipal corporation,


Marvin Krout, Planning Director *Mayor 19m*

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 5th day of
May, 2014, by Amy Wieseler, President of HiMark Properties LLC, a Nebraska
limited liability company

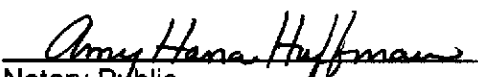



Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 19th day of
May, 2014, by ~~Marvin Krout, Planning Director~~ of the City of Lincoln, Nebraska, a
municipal corporation *Chris Beutler, Mayor 19m*




Notary Public

HIMark Estates 19th Addition

Block 1, lots 1 through 9.

Block 2, lots 1 through 9.

Outlot "A".

HIMES 19

Monday, March 24, 2014

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