



AGREEMENT

THIS AGREEMENT is made and entered into by and between **R.I.P., INC.**, a **Nebraska corporation**, 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 **NORTHVIEW 9TH 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 **NORTHVIEW 9TH ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the land preparation, including stormwater detention/retention facilities and open drainageway improvements to serve this plat, along with the overall site grading of the subdivision to limit the peak flow of stormwater discharge from the subdivision prior to the installation of the required water distribution, wastewater collection and street system minimum improvements. The surety to guarantee construction of the detention/retention facilities shall be released upon termination of the Construction Stormwater Permit issued by the Lower Platte South Natural Resources District and acceptance of the completed work by the Director of Public Works and Utilities Department.

OLSSON Assoc

2. The Subdivider agrees to timely complete any other public or private improvement or facility required by the Land Subdivision Ordinance which have not been waived, but which inadvertently may have been omitted from the above list of required improvements.

3. 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).

4. The Subdivider agrees to submit to the Director of Public Works and Utilities a plan showing proposed measures to control sedimentation and erosion and the proposed method to temporarily stabilize all graded land for approval.

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

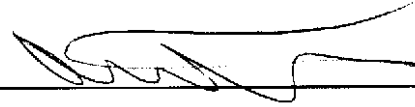
6. The Subdivider agrees to complete the public improvements shown on the preliminary plat, Community Unit Plan, and Use Permit.

7. The Subdivider acknowledges 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 that these are the responsibility of the subdivider.

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


Dated this 8th day of November, 2018.

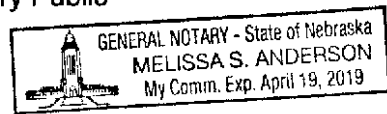
R.I.P., INC.,
a Nebraska corporation

By: 

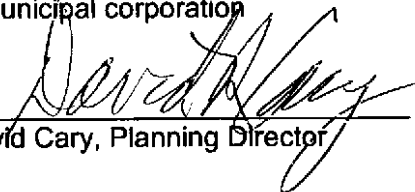
STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 8th day of November, 2018, by R.I.P., Inc., a Nebraska corporation.


Notary Public



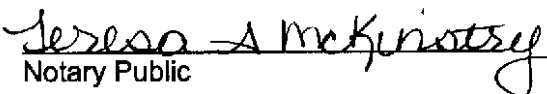
CITY OF LINCOLN, NEBRASKA,
a municipal corporation


David Cary, Planning Director

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 15 day of November, 2018, by David Cary, Planning Director of the City of Lincoln, Nebraska, a municipal corporation.




Notary Public

Lot Inventory Northview 9th Addition

Lot 1

20
NORTHVIEW 9