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INST. NO 2005

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LANCASTER COUNTY, NE

73754  
\$ 83.<sup>00</sup> BLOCK

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of 1.00 Cash

**AGREEMENT**

THIS AGREEMENT is made and entered into by and between **Highlands Townhomes, 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 **HIGHLANDS TOWNHOMES 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 **HIGHLANDS TOWNHOMES ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the street paving of all streets as shown on the final plat within two years following the approval of this final plat.
2. The Subdivider agrees to complete the installation of sidewalks along both sides of W. Royal Dornoch Court, W. Royal Dornoch Circle, W. Carnoustie Court, W.

RD Engineering  
11920 Burt St  
Omaha 68154

Keating Drive, NW 14th Street, NW 14th Court, W. Webster Road, along the west side of NW 13th Street and along the south side of W. Fletcher Avenue as shown on the final plat within four years following the approval of this final plat.

3. The Subdivider agrees to complete the public water distribution system as shown on this plat within two years following the approval of this final plat.

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

5. The Subdivider agrees to complete the enclosed public drainage facilities as shown on the approved drainage study 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 private street lights along W. Royal Dornoch Court, W. Royal Dornoch Circle, W. Carnoustie Court, W. Keating Drive, NW 14th Street, NW 14th Court, and W. Webster Road within this plat within two years following the approval of this final plat.

8. The Subdivider agrees to complete the planting of street trees along W. Royal Dornoch Court, W. Royal Dornoch Circle, W. Carnoustie Court, W. Keating Drive, NW 14th Street, NW 14th Court, W. Webster Road, along the west side of NW 13th Street, and along the south side of Fletcher Avenue 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 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 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.

12. The Subdivider agrees to complete the public and private improvements shown on the Use Permit.

13. 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.

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

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

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

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

18. 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.

19. 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 and which inadvertently may have been omitted from the above list of required improvements.

20. 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 the final plat.

21. The Subdivider agrees to acknowledge that the land is within the airport environs noise district.

22. The Subdivider agrees to acknowledge that this parcel is adjacent to a golf course and errant golf balls may enter their property.

23. The Subdivider agrees to grant the City access to install an 8' high chain link fence and for maintenance purposes.

24. That the agreements contained herein shall be binding and obligatory upon the heirs, successors and assigns of Subdivider.

Dated this 20<sup>th</sup> day of July, 2005.

**Highlands Townhomes, LLC,  
a Nebraska limited liability company,**

By: Breck Collingsworth  
Breck Collingsworth, Manager

ATTEST:

Juan E. Ross  
City Clerk

**CITY OF LINCOLN, NEBRASKA,  
a municipal corporation,**

Allen J. Seig  
Mayor

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

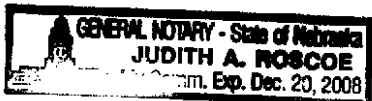
The foregoing instrument was acknowledged before me this 14 day of July, 2005, by Breck Collingsworth, Manager of Highlands Townhomes LLC, a Nebraska limited liability company.



Michela M Bahensky  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 20 day of July, 2005, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Judith A Roscoe  
Notary Public

HIGHLANDS TOWNHOMES	
BLOCK 1	BLOCK 4
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	BLOCK 5
12	1
13	2
14	3
15	4
16	5
BLOCK 2	6
1	7
2	8
3	9
4	10
5	11
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BLOCK 3	31
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Outlet A