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Pages 5

H06UC12

AGREEMENT

THIS AGREEMENT is made and entered into by and between **BRESTER CONSTRUCTION, 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 **HORIZON BUSINESS CENTER 12TH 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 **HORIZON BUSINESS CENTER 12TH ADDITION**, it is agreed by and between Subdivider and City as follows:

- 1 The Subdivider agrees to complete the enclosed public drainage facilities, if they are relocated, to serve this plat within two years following the approval of this final plat
2. The Subdivider agrees to timely complete any other public or private improvement or facility required by the Land Subdivision Ordinance which has 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 keep taxes and special assessments on the outlots from becoming delinquent.

5 The Subdivider agrees to maintain the outlots on a permanent and continuous basis

6 The Subdivider agrees to maintain the private improvements in good order and state of repair, including the routine and reasonable preventive maintenance of the private improvements, on a permanent and continuous basis.

7 The Subdivider agrees to recognize that there may be additional maintenance issues or costs associated with providing for the proper function of storm water 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 retain ownership of and the right of entry to the outlots in order to perform the above-described maintenance of the outlots 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.

Dated this 27 day of June, 2012.

BRESTER CONSTRUCTION, INC.
a Nebraska corporation,

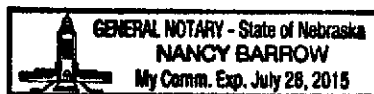

Christopher J. Brester, President

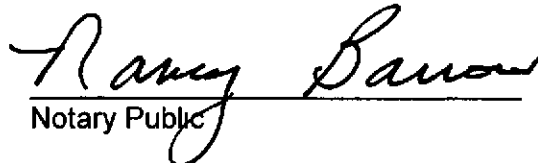
CITY OF LINCOLN, NEBRASKA,
a municipal corporation


Marvin Krout, Planning Director

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 27 day of June, 2012, by Christopher J. Brester, President of Brester Construction, Inc., a Nebraska corporation.




Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 3rd day of July, 2012, by Marvin Krout, Planning Director of the City of Lincoln, Nebraska, a municipal corporation



Sandy L. Dumas
Notary Public

Horizon Business Center 12th Addition

**Lots 1 and 2
Outlot "A"**