

HAGAVA

Inst # 2006006559 Fri Feb 10 14:10:19 CST 2006
Filing Fee: \$48.00
Lancaster County, NE Assessor/Register of Deeds Office SUAGRT
Pages 5

R



AGREEMENT

THIS AGREEMENT is made and entered into by and between **Hartland Homes, 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 **HARTLAND'S GARDEN VALLEY 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 **HARTLAND'S GARDEN VALLEY 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 sidewalks along both sides of N. 13th Street, Petunia Lane, and N. 11th Street and along the south side of Humphrey Ave. 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 to serve this plat within two years following the approval of this final plat.

Hartland Homes
PO Box 22787
68542

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 shown on the final plat within two years following the approval of this final plat.
6. The Subdivider agrees to complete the installation of public street lights along the streets within this plat within two years following the approval of this final plat.
7. The Subdivider agrees to complete the planting of the street trees along N. 13th Street, Petunia Lane, and N. 11th Street, and along the south side of Humphrey Ave. within this plat within four years following the approval of this final plat.
8. The Subdivider agrees to complete the installation of the street name signs within two years following the approval of this final plat.
9. The Subdivider agrees to complete the installation of the permanent markers prior to construction on or conveyance of any lot in the plat.
10. 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.
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 comply with the provisions of the Land Preparation and Grading requirements of the Land Subdivision Ordinance.
13. The Subdivider agrees to maintain and supervise the private facilities which have common use or benefit 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 storm water detention/retention facilities as they were designed and constructed within the development.

14. 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.


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

16. The Subdivider agrees to relinquish the right of direct vehicular access from Outlot E to N. 14th Street.

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

Dated this 11th day of Oct, 2005.

HARTLAND HOMES, INC
a Nebraska corporation,



Duane Hartman, President

ATTEST:


Joan E. Ross
City Clerk



CITY OF LINCOLN, NEBRASKA,
a municipal corporation

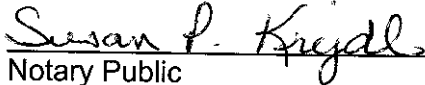


Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 11 day of October, 2005, by Duane Hartman, President of Hartland Homes, Inc., a Nebraska corporation.

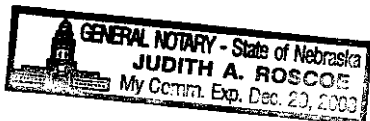




Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

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





Notary Public

HARTLAND'S GARDEN VALLEY ADDITION
FINAL PLAT

Block 1

Lot 1
Lot 2
Lot 3
Lot 4
Lot 5
Lot 6
Lot 7

Block 2

Lot 1
Lot 2
Lot 3
Lot 4
Lot 5
Lot 6
Lot 7
Lot 8
Lot 9
Lot 10
Lot 11

Block 3

Lot 1
Lot 2
Lot 3
Lot 4

Block 4

Lot 1
Lot 2
Lot 3
Lot 4
Lot 5
Lot 6
Lot 7
Lot 8
Lot 9
Lot 10
Lot 11
Lot 12
Lot 13
Lot 14
Lot 15
Lot 16
Lot 17
Lot 18

Outlot 'A'
Outlot 'B'
Outlot 'C'
Outlot 'D'
Outlot 'E'
Outlot 'F'