

SUBDIVISION AGREEMENT

THIS AGREEMENT is made and entered into by and between AUSTIN REALTY COMPANY, a corporation, GERALD L. SCHLEICH, President, and NEBRASKA REALTY DEVELOPMENT CORPORATION, Gerald L. Schleich, President, hereinafter called "Subdivider", whether one or more, and THE CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, a municipal corporation, hereinafter called "City."

WITNESSETH;

WHEREAS, Subdivider has made application to the City for permission to subdivide and for approval of the administrative final plat known as HIGHLAND GLEN 1ST ADDITION; and

WHEREAS, the approval of said final plat contains certain provisions requiring an agreement between Subdivider and City relating to said final plat and the development thereof.

NOW, THEREFORE, IN CONSIDERATION of the City granting permission to subdivide, it is agreed by and between the Subdivider and the City as follows:

- 1) To submit to the Director of Public Works an erosion control plan.
- 2) To pay all other improvement costs except those specifically subsidized by the City.
- 3) To submit to the lot buyers and homebuilders a copy of the soil analysis.
- 4) To continuously and regularly maintain the street trees and landscape screens.
- 5) To complete the private improvements as shown on the community unit plan and amendments thereto.
- 6) To maintain the sidewalk in the pedestrian way easement the same as if the sidewalk was located in the street right-of-way in front of the lot.
- 7) To maintain the outlot and private improvements on a permanent and continuous basis. However, the subdivider may be relieved and discharged of this maintenance obligation upon creating in writing a permanent and continuous association of property owners who would be responsible for said permanent and continuous maintenance. The subdivider shall not be relieved of such maintenance obligation until the document or documents creating said property owners association have been reviewed and approved by the City Attorney and filed of record with the Register of Deeds.
- 8) To complete the permanent lot and block staking before construction on or conveyance of any lot shown on this final plat.

The agreements contained herein shall run with the land described above and shall be binding and obligatory upon the heirs, successors and assigns of the subdivider to all or any part of the real estate as described above.

DATED this 7th day of May, 1990.

AUSTIN REALTY COMPANY, a corporation

Gerald L. Schleich
Gerald L. Schleich, President

NEBRASKA REALTY DEVELOPMENT CORPORATION

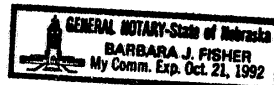
Gerald L. Schleich
GERALD L. SCHLEICH, President

STATE OF NEBRASKA)
) ss
LANCASTER COUNTY)

Before me, a Notary Public qualified for said county, personally came AUSTIN REALTY COMPANY, a corporation, GERALD L. SCHLEICH, President, and NEBRASKA REALTY DEVELOPMENT CORPORATION, Gerald L. Schleich, President, known by me known to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal on this 7th day of May, 1990.

Barbara J. Fisher
Notary Public



My commission expires: 10-21-92

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