



AGREEMENT

THIS AGREEMENT is made and entered into by and between **HERITAGE LAKES, LLC, a Nebraska limited liability company, BCLINC, LLC, a Nebraska limited liability company, and CITY OF LINCOLN, a municipal 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 **HILLCREST CC 1ST 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 **HILLCREST CC 1ST ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete paving of public streets, temporary turnarounds, and barricades located at the temporary dead-end of the streets shown on the final plat within two (2) years following the approval of the final plat.

2. The Subdivider agrees to complete the paving of private roadway, and temporary turnabouts and barricades located at the temporary dead-end of the private roadway shown on the final plat within two (2) years following the approval of the final plat.

OLSSON Assoc.

3. The Subdivider agrees to complete installation of private ornamental lighting along the private roadway(s) within two (2) years following approval of the final plat.

4. The Subdivider agrees to complete the installation of the sidewalks along outlots not reserved for future development as shown on the final plat at the same time as the adjacent streets are paved.

5. The Subdivider agrees to complete the sidewalks along all streets as shown on the final plat within four (4) years following the approval of the final plat.

6. The Subdivider agrees to complete the public water distribution system to serve this plat within two (2) years following the approval of the final plat.

7. The Subdivider agrees to complete the public wastewater collection system to serve this plat within two (2) years following the approval of the final plat.

8. The Subdivider agrees to complete the enclosed public drainage facilities shown on the approved drainage study to serve this plat within two (2) years following the approval of the final plat.

9. ~~The Subdivider agrees to complete the installation of a private storm sewer system for Lots 1-4, Block 8. The private storm sewer system shall be a minimum 12" double wall HDPE or reinforced concrete pipe, and at the time of building permit, each owner shall install an inlet upstream of the driveway. The maintenance of the private storm sewer system shall be the responsibility of the owners of the aforementioned lots.~~

AFL
(law)

10. 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 Transportation and Utilities Department.

11. The Subdivider agrees to complete the installation of public street lights along streets within this plat within two (2) years following the approval of the final plat.

12. The Subdivider agrees to complete the planting of the street trees within this plat within six (6) years following the approve of the final plat.

13. The Subdivider agrees to complete the installation of the permanent markers prior to construction on or conveyance of any lot in the plat.

14. 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.

15. 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).

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

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 complete the public and private improvements shown on the Preliminary Plat.

19. The Subdivider agrees to keep taxes and special assessments on the outlots from becoming delinquent.

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

21. 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.

22. The Subdivider agrees to maintain the plants in the medians and islands on a permanent and continuous basis.

23. The Subdivider agrees to maintain the landscape screens on a permanent and continuous basis.

24. The Subdivider agrees to maintain and supervise the private facilities which have common use or benefit in good order and condition and state of repair including the routine and preventable maintenance of the private facilities, on a permanent and continuous basis.

25. 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.

26. 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(s) 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 improvement has certified to the City that the improvement has been installed in accordance with approved plans.

(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 16 day of July, 2019.

HERITAGE LAKES, LLC,
a Nebraska limited liability company

BY: HBII, INC.,
a Nebraska corporation, Manager

By: Gerald L. Kort
Gerald L. Kort, President


STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

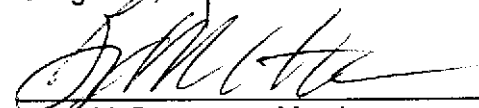
The foregoing instrument was acknowledged before me this 16 day of July, 2019, by Gerald L. Kort, President, Heritage Lakes, LLC, a Nebraska limited liability company.



Shani Barros
Notary Public

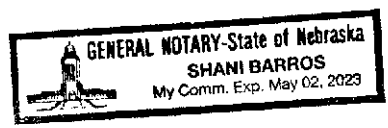
BCLINC, LLC,
a Nebraska limited liability company

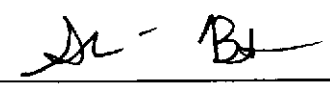
By: 
Craig Gies, Member

By: 
Boyd M. Battermen, Member

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

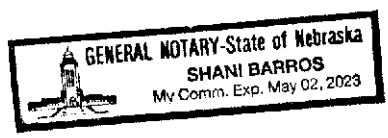
The foregoing instrument was acknowledged before me this 16 day of July, 2019, by Craig Gies, Member, BCLINC, LLC, a Nebraska limited liability company.

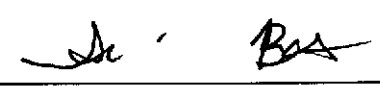



Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 16 day of July, 2019, by Boyd M. Battermen, Member, BCLINC, LLC, a Nebraska limited liability company.




Notary Public

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

Leirion Gaylor Baird
Leirion Gaylor Baird, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 12th day of August, 2019, by Leirion Gaylor Baird, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



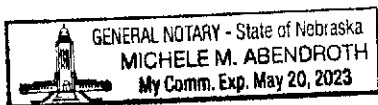
Carmen J. Flynn
Notary Public

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

David Cary
David Cary, Planning Director

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 20th day of July, 2019, by David Cary, Planning Director of the City of Lincoln, Nebraska, a municipal corporation.



Michele M. Abendroth
Notary Public

HILLCREST CC 1ST ADDITION

- Block 1: Lots 1 through 26.
- Block 2: Lots 1 through 6.
- Block 3: Lots 1 through 12.
- Block 4: Lots 1 through 18.
- Block 5: Lots 1 through 8.
- Block 6: Lot 1.
- Outlots: "A", "B", "C", "D", "E", "F" and "G".

HILLCREST