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INST. NO 2004

2004 FEB -6 P 2:06

006975

LANCASTER COUNTY, NE

# 59 00

REC'D  
 HUB HALL HEIGHTS  
 [Signature]

### AGREEMENT

THIS AGREEMENT is made and entered into by and between **Highway 15, 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 **HUB HALL HEIGHTS 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 **HUB HALL HEIGHTS ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the street paving of W. Gary Gately, W. Whisperwood, N.W. 47th Street, N.W. 46th Street, and W. Mary Louise Lane 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. Gary Gately, W. Whisperwood, N.W. 47th Street, N.W. 46th Street, and W. Mary Louise Lane 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.

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 enclosed drainage facilities 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 the installation of public street lights along W. Gary Gately, W. Whisperwood, N.W. 47th Street, N.W. 46th Street, and W. Mary Louise Lane 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 W. Gary Gately, W. Whisperwood, N.W. 47th Street, N.W. 46th Street, W. Mary Louise Lane, and along the east side of N.W. 48th Street 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 complete the installation of temporary turnarounds and barricades located at the temporary dead-end street. The construction shall be completed within two years following Planning Commission approval of this final plat.

11. The Subdivider agrees to complete any other public or private improvement or facility required by Chapter 26.23 (Development Standards) of the Land

Subdivision Ordinance in a timely manner which inadvertently may have been omitted from the above list of required improvements.

12. 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.

13. The Subdivider agrees to complete the public and private improvements shown on the planned unit development.

14. The Subdivider 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 and to maintain the plants in the medians and islands 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 private improvements have been satisfactorily installed and the documents creating the association have been reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

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

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

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

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

19. The Subdivider agrees to protect the trees that are indicated to remain during construction and development.

20. 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.

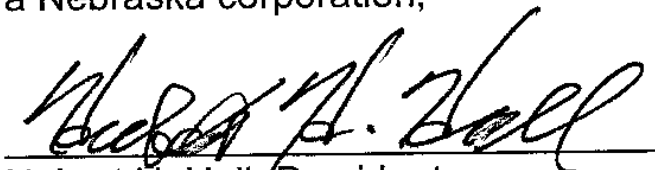
21. The Subdivider agrees to relinquish direct vehicular access to N.W. 48th Street, except as shown on the approved plans.

22. The Subdivider agrees to inform all purchasers and users that the land is located within the turning zone of the Airport Environs District and that all construction must be in conformance with the airport zoning requirements and the aviation and noise easement and covenant agreement.

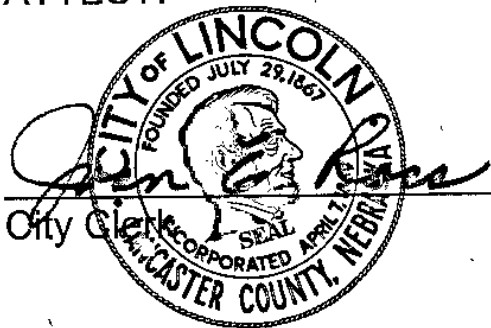
23. The Subdivider agrees to post the required security to guarantee completion of the required improvements if the improvements are not completed prior to approval of this final plat.

Dated this 28 day of December 2003.

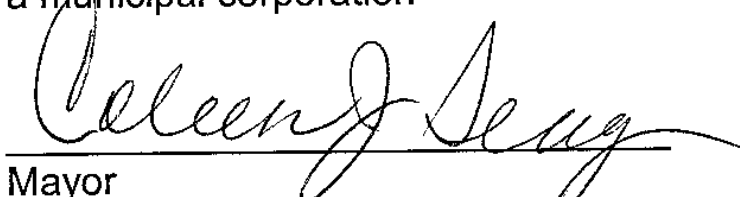
HIGHWAY 15, INC.,  
a Nebraska corporation,

  
Hubert H. Hall, President

ATTEST:

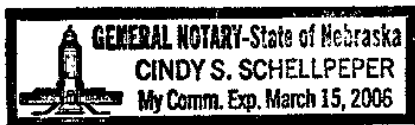



CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

  
Mayor

STATE OF NEBRASKA             )  
  ) ss.  
COUNTY OF LANCASTER        )

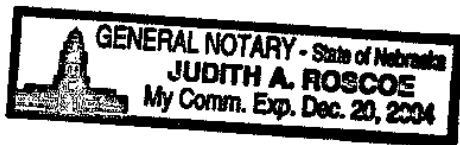
The foregoing instrument was acknowledged before me this 28 day of December, 2003, by Hubert H. Hall, President of Highway 15, Inc., a Nebraska corporation.




  
Notary Public

STATE OF NEBRASKA             )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 16th day of January, 2004, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



  
Notary Public

Outlet A

Block 1

1-8

Block 2

1-12

Block 3

1-22

Block 4

1-14