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AGREEMENT

THIS AGREEMENT is made and entered into by and between **Roger H. Schwisow, as Trustee of the Roger H. Schwisow Revocable Trust, and Eldonna Schwisow, as Trustee of the Eldonna Schwosow Revocable Trust**, 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 **NORTHBANK JUNCTION 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 **NORTHBANK JUNCTION ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the street paving of Alvo Road, 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 the south side of Alvo Road as shown on the final plat within four years following the approval of this final plat.

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3. The Subdivider agrees to complete the public water distribution system to service 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 the enclosed public 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 land preparation including storm water detention/retention facilities and open drainageway improvements to serve this plat prior to the installation of utilities and improvements but not more than two years following the approval of this final plat.

7. The Subdivider agrees to complete the installation of public street lights along Alvo Road within this plat within two years following the approval of this final plat.

8. The Subdivider agrees to complete the planting of the street trees along Alvo Road within this plat within two years following the approval of this final plat.

9. The Subdivider agrees to complete the planting of the landscape screen within this plat within two years following the approval of this final plat.

10. The Subdivider agrees to complete the installation of the permanent markers to be installed prior to construction on or conveyance of any lot within this plat.

11. 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 but inadvertently may have been omitted from the above list of required improvements.

12. The Subdivider agrees to submit to the Director of Public Works for review and approval a plan showing proposed measures to control sedimentation and erosion and the proposed method to temporarily stabilize all graded land.

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

14. The Subdivider agrees to complete the public and private improvements shown on the preliminary plat and use permit.

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

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

17. 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.

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

19. The Subdivider agrees to pay all design, engineering, labor, material, inspection, and other improvement costs except those costs the City Council specifically subsidized per the annexation agreement.

20. The Subdivider agrees to inform all purchasers and users of land located within the 100 year floodplain that said land is located within the 100 year floodplain and that the grading of the lots and outlots shall be in conformance with the grading plan approved with the Northbank Junction Preliminary Plat #03004 and Special Permit #2004 or as amended by the Director of Planning. The volume of fill material brought into each lot and outlot from outside the floodplain shall not exceed that shown on the approved grading plan accompanying the preliminary plat.

21. The Subdivider agrees to relinquish the right of direct vehicular access from Lot 4 to N. 56th Street.

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

Dated this 10 day of November, 2006.

Roger H. Schwisow Revocable Trust

Roger H. Schwisow
Roger H. Schwisow, Trustee

Eldonna Schwisow Revocable Trust

Eldonna Schwisow
Eldonna Schwisow, Trustee

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

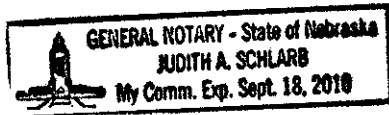
Teresa J. Meier, Dept
City Clerk

Colleen J. Berg
Mayor



STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

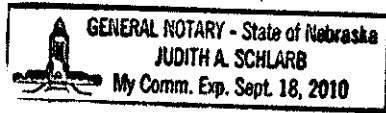
The foregoing instrument was acknowledged before me this 10 day of November, 2006, by Roger H. Schwisow, Trustee of the Roger H. Schwisow Revocable Trust.



Judith A. Schlarb
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

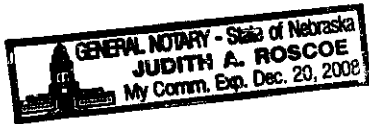
The foregoing instrument was acknowledged before me this 10 day of November, 2006, by Eldonna Schwisow, Trustee of the Eldonna Schwisow Revocable Trust.



Judith A. Schlarb
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 20th day of November 2006, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Judith A. Roscoe
Notary Public

**NORHTBANK JUNCTION ADDITION
FINAL PLAT**

**LOT 1
LOT 2
LOT 3
LOT 4**

OUTLOT 'A'