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INST. NO 2004

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LANCASTER COUNTY, NE

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AGREEMENT

THIS AGREEMENT is made and entered into by and between Northern Lights Townhomes, L.L.C., a Nebraska limited liability company, 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 NORTHERN LIGHTS TOWNHOMES 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 NORTHERN LIGHTS TOWNHOMES ADDITION, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the street paving of Egan Drive, Oshel Avenue, Connor and Sawyer Street, Connor and Sawyer Place, Sawyer Court and Northern Lights Drive within this plat 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 Egan Drive, Oshel Avenue, Connor and Sawyer Streets, Connor and Sawyer Place, Sawyer Court, Holdrege and Northern Lights Drive as shown on the final plat within four years following the approval of this final plat.

Planning Dept

3. The Subdivider agrees to complete the installation of sidewalks in the pedestrian way easements as shown on the final plat at the same time as the adjacent streets are paved.

4. The Subdivider agrees to complete the public water distribution system as shown on the approved preliminary plat within two years following the approval of this final plat.

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

6. The Subdivider agrees to complete the construction of the enclosed drainage facilities as shown on the approved drainage study within two years following the approval of this final plat.

7. The Subdivider agrees to complete the installation of the storm water detention/retention facilities and open drainageway improvements as shown on the approved drainage study 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.

8. The Subdivider agrees to complete the installation of private street lights along Egan Drive, Oshel Avenue, Connor and Sawyer Streets, Connor and Sawyer Place, Sawyer Court and Northern Lights Drive within this plat within two years following the approval of this final plat.

9. The Subdivider agrees to complete the planting of street trees along Egan Drive, Oshel Avenue, Connor and Sawyer Streets, Connor and Sawyer Place,

Sawyer Court and Northern Lights Drive within this plat within four years following the approval of this final plat.

10. The Subdivider agrees to complete the installation of the street name signs within two years following the approval of this final plat.

11. 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.

12. The Subdivider agrees to complete any other public or private improvement or facility required by Chapter 26.23 of the Land Subdivision Ordinance in a timely manner which inadvertently may have been omitted from the above list of required improvements.

13. 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.

14. The Subdivider agrees to complete the private improvements shown on the Community Unit Plan.

15. The Subdivider agrees to maintain the street trees, landscape screens, outlots, and private improvements as they were designed and constructed 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.

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

17. The Subdivider agrees to pay all 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 the right of direct vehicular access from Outlot A to Holdrege Street.

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

Dated this 31st day of March, 2004.

NORTHERN LIGHTS TOWNHOMES, L.L.C.,
a Nebraska limited liability company,


Breck C. Collingsworth,
Managing Member

**NORTHERN LIGHTS TOWNHOMES ADDITION
FINAL PLAT**

BLOCK 1	Block 2	Block 4
Lot 1	Lot 1	Lot 20
Lot 2	Lot 2	Lot 21
Lot 3	Lot 3	Lot 22
Lot 4	Lot 4	Lot 23
Lot 5		Lot 24
Lot 6	Block 3	Lot 25
Lot 7	Lot 1	Lot 26
Lot 8	Lot 2	Lot 27
Lot 9	Lot 3	Lot 28
Lot 10	Lot 4	
Lot 11	Lot 5	Block 5
Lot 12	Lot 6	Lot 1
Lot 13	Lot 7	Lot 2
Lot 14	Lot 8	Lot 3
Lot 15	Lot 9	Lot 4
Lot 16	Lot 10	Lot 5
Lot 17	Lot 11	Lot 6
Lot 18	Lot 12	Lot 7
Lot 19	Lot 13	Lot 8
Lot 20	Lot 14	Lot 9
Lot 21	Lot 15	Lot 10
Lot 22	Lot 16	Lot 11
Lot 23	Lot 17	Lot 12
Lot 24	Lot 18	
Lot 25	Lot 19	Block 6
Lot 27	Lot 20	Lot 1
Lot 28	Lot 21	Lot 2
Lot 29	Lot 22	Lot 3
Lot 30	Lot 23	Lot 4
Lot 31	Lot 24	Lot 5
Lot 32	Lot 25	Lot 6
Lot 33	Lot 26	Lot 7
Lot 34	Lot 27	Lot 8
Lot 35	Lot 28	Lot 9
Lot 36		Lot 10
Lot 37	Block 4	Lot 11
Lot 38	Lot 1	Lot 12
Lot 39	Lot 2	Lot 13
Lot 40	Lot 3	Lot 14
Lot 41	Lot 4	Lot 15
Lot 42	Lot 5	Lot 16
Lot 43	Lot 6	Lot 17
Lot 44	Lot 7	Lot 18
Lot 45	Lot 8	Lot 19
Lot 46	Lot 9	Lot 20
Lot 47	Lot 10	Lot 21
Lot 48	Lot 11	Lot 22
Lot 49	Lot 12	Lot 23
Lot 50	Lot 13	Lot 24
Lot 51	Lot 14	Lot 25
Lot 52	Lot 15	Lot 26
Lot 53	Lot 16	Lot 27
Lot 54	Lot 17	Lot 28
Lot 55	Lot 18	
Lot 56	Lot 19	Outlot 'A'