

\$33.00⁸¹⁸⁶⁵

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Lancaster County, NE Assessor/Register of Deeds
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Pages 6

PRAVIL NO1

1

AGREEMENT

THIS AGREEMENT is made and entered into by and between **Prairie Village North, LLC, a Nebraska limited liability company; Dubois, LLC, a Nebraska limited liability company; Lyle D. Hall; and Eileen Hall;** 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 **PRAIRIE VILLAGE NORTH 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 **PRAIRIE VILLAGE NORTH 1ST ADDITION** it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the street paving of public streets, and temporary turnarounds and barricades located at the temporary dean-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 sidewalks along the east side of North 85th Street abutting Lot 1 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 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 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 the installation of public street lights along streets 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 the east side of North 85th Street abutting Lot 1 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 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.
11. 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.
12. The Subdivider agrees to comply with the provisions of the Land Preparation and Grading requirements of the Land Subdivision Ordinance.

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

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

15. The Subdivider agrees to maintain the outlots and private improvements in a condition as near as practical to the original construction on a permanent and continuous basis. 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.

16. The Subdivider agrees to relinquish the right of direct vehicular access from Outlot B to North 84th Street.

Dated this 12th day of November, 2008.

Prairie Village North, LLC,
a Nebraska limited liability company,

Steven M. Champoux
Steven M. Champoux, Manager

Dubois, LLC,
a Nebraska limited liability company,


Steven M. Champoux
Steven M. Champoux, Co-Manager

Lyle D. Hall
Lyle D. Hall, Husband

Eileen Hall
Eileen Hall, Wife

ATTEST:

Jean E. Rose
City Clerk

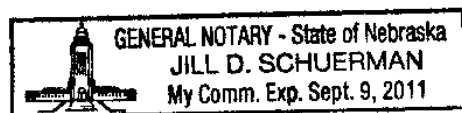


CITY OF LINCOLN, NEBRASKA,
a municipal corporation,

Chris Bowers
Mayor of Lincoln

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

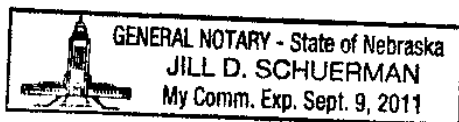
The foregoing instrument was acknowledged before me this 10th day of November, 2008, by Steven M. Champoux, Manager of Prairie Village North, LLC, a Nebraska limited liability company.



Jill D. Schuerman
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

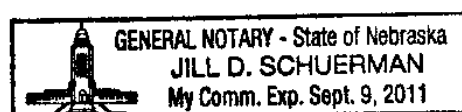
The foregoing instrument was acknowledged before me this 10th day of ~~December~~ November, 2008, by Steven M. Champoux, Co-Manager of Dubois, LLC, a Nebraska limited liability company.



Jill D. Schuerman
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

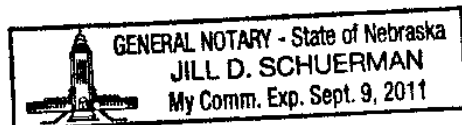
The foregoing instrument was acknowledged before me this 12th day of November, 2008, by Lyle D. Hall, Husband.



Jill D. Schuerman
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

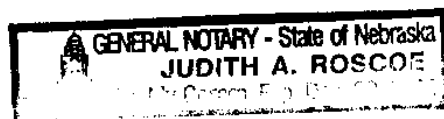
The foregoing instrument was acknowledged before me this 12th day of November, 2008, by Eileen Hall, Wife.



Jill D. Schuerman
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 25th day of Nov, 2008, by Chirs Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Judith A. Roscoe
Notary Public

PRAIRIE VILLAGE NORTH FIRST ADDITION

Block 1, Lot 1

Outlot 'A'

Outlot 'B'

Outlot 'C'

Outlot 'D'

Outlot 'E'