

Inst # 2015028828 Mon Jul 13 11:46:39 CDT 2015  
Filing Fee: \$28.00  
Lancaster County, NE Assessor/Register of Deeds Office SUAGRT  
Pages 4



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## AGREEMENT

THIS AGREEMENT is made and entered into by and between **STAROSTKA-LEWIS, LLC, 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, along with Hall Properties, LLC, has made application to City for permission to subdivide and for approval of the subdivision plat of **PRAIRIE VILLAGE NORTH 11<sup>th</sup> 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 11<sup>th</sup> ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the paving of public streets 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 public water distribution system to serve this plat within two years following the approval of this final plat.
3. The Subdivider agrees to complete the public wastewater collection system to serve this plat within two years following the approval of this final plat.

4. 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.

5. 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.

6. The Subdivider agrees to complete the planting of the street trees along North 89<sup>th</sup> Street, Fremont Street, and Buckshot Road within this plat within six years following the approval of this final plat.

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

8. 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.


9. 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).

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


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

Dated this 30<sup>th</sup> day of June, 2015.

**STAROSTKA-LEWIS, LLC,**  
a Nebraska limited liability company,

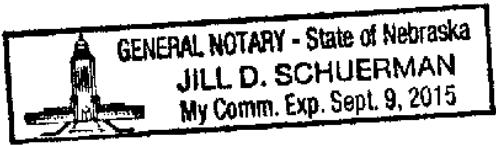
  
Mark Lewis, Member


**CITY OF LINCOLN, NEBRASKA,**  
a municipal corporation

  
David R. Cary, Acting Planning Director

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER            )

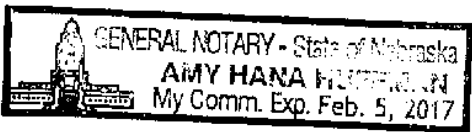
The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of June, 2015, by Mark Lewis, Member of Starostka-Lewis, LLC, a Nebraska limited liability company.



  
Notary Public

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER            )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of June, 2015, by David R. Cary, Acting Planning Director of the City of Lincoln, Nebraska, a municipal corporation.



  
Notary Public

Prairie Village North 11<sup>th</sup> Addition

Block 1

- Lot 1
- Lot 2
- Lot 3
- Lot 4
- Lot 5
- Lot 6
- Lot 7
- Lot 8
- Lot 9
- Lot 10
- Lot 11
- Lot 12
- Lot 13
- Lot 14
- Lot 15
- Lot 16
- Lot 17
- Lot 18
- Lot 19
- Lot 20

Block 2

- Lot 1
- Lot 2
- Lot 3
- Lot 4
- Lot 5
- Lot 6
- Lot 7
- Lot 8
- Lot 9
- Lot 10
- Lot 11
- Lot 12
- Lot 13
- Lot 14
- Lot 15
- Lot 16

Block 3

- Lot 1
- Lot 2
- Lot 3
- Lot 4
- Outlot 'A'
- Outlot 'B'
- Outlot 'C'

PRAIRIEVILLE