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Chg \$32.50 CTD

**AGREEMENT**

THIS AGREEMENT is made and entered into by and between **Prairie Village North, LLC, a Nebraska limited liability company, and Dubois, 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 has made application to City for permission to subdivide and for approval of the subdivision plat of **PRAIRIE VILLAGE NORTH 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 **PRAIRIE VILLAGE NORTH 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 paving of the private roadway, and temporary turnarounds and barricades located at the temporary dead-end of the private roadway shown on the final plat within two years following the approval of this final plat.
3. The Subdivider agrees to complete the installation sidewalks along both sides of Market Drive, N. 85th Street north of Lot 1, Block 2, Stetson Drive, N. 90th Street,

Blacksmith Court, Blacksmith Road, Colt Avenue, Gunsmoke Drive, Rifle Drive and the south side of Fremont Street, the west side of N. 85th Street south of Lot 1, Block 2, the east side of N. 87th Street and the south and east sides of N. 88th Street as shown on the final plat within four years following the approval of this final plat.

4. The Subdivider agrees to complete the installation of sidewalks along the east side of N. 84th Street as shown on the final plat within two years following the approval of this final plat.

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

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

7. 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.

8. 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.

9. The Subdivider agrees to complete the installation of public street lights along Market Drive, N. 85th Street north of Lot 1, Block 2, Stetson Drive, N. 90th Street, Blacksmith Road, and the south side of Fremont Street, the west side of N. 85th Street south of Lot 1, Block 2, the east side of N. 87th Street, and the south and east side of N. 88th Street within this plat within two years following the approval of this final plat.

10. The Subdivider agrees to complete the installation of private street lights along Blacksmith Court, Gunsmoke Drive, Colt Avenue, and Rifle Drive within this plat within two years following the approval of this final plat.

11. The Subdivider agrees to complete the planting of the street trees along Market Drive, N. 85th Street north of Lot 1, Block 2, Stetson Drive, N. 90th Street, Blacksmith Court, Blacksmith Road, Colt Avenue, Gunsmoke Drive, Rifle Drive and the south side of Fremont Street, the west side of N. 85th Street south of Lot 1, Block 2, the east side of N. 87th Street and the south and east side of N. 88th Street within this plat within four years following the approval of this final plat.

12. The Subdivider agrees to complete the planting of the street trees along the west side of N. 84th Street along Outlot A, Lots 1, 2, 3, Block 1, as shown on the final plat within two years following the approval of this final plat.

13. The Subdivider agrees to complete the planting of the landscape screen along the north side of Adams Street within this plat within two years following the approval of this final plat.

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

15. The Subdivider agrees to complete the installation of the permanent markers prior to construction on or conveyance of any lot in the plat.

16. 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.

17. 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.

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 complete the public and private improvements shown on the Community Unit Plan.

20. 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.

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

22. The Subdivider agrees to continuously and regularly maintain the street trees along the private roadways and landscape screens on a permanent and continuous basis.

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

24. The Subdivider agrees to relinquish the right of direct vehicular access from N. 84th Street and Adams Street except at Fremont Street, Market Drive, the entry point between Market Drive and Adams, the entry point between N. 84th Street and N. 90th Street, and N. 90th Street.

Dated this 25<sup>th</sup> day of May, 2007.

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

ATTEST:

Jean E. Ross  
City Clerk



CITY OF LINCOLN, NEBRASKA,  
a municipal corporation,

Chris Bertka  
Mayor of Lincoln

STATE OF NEBRASKA )  
COUNTY OF LANCASTER ) ss.

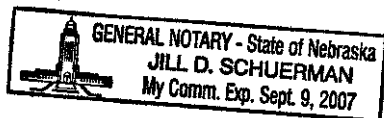
The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of May, 2007, by Steven M. Champoux, Manager of Prairie Village North, LLC, a Nebraska limited liability company.



Jill D. Schuerman  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of May, 2007, by Steven M. Champoux, Co-Manager of Dubois, LLC, a Nebraska limited liability company.



Jill Schuerman  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of June, 2007, by Chirs Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Judith A. Roscoe  
Notary Public

Prairie Village North Addition

Block 1

Lot 1 – Lot 3

Block 2

Lot 1

Block 3

Lot 1 – Lot 6

Block 4

Lot 1 – Lot 106

Block 5

Lot 1 – Lot 12

Block 6

Lot 1

Outlot 'A'

Outlot 'B'

Outlot 'C'

Outlot 'D'

Outlot 'E'

Outlot 'F'

Outlot 'G'

Outlot 'H'

Total Lots = 129

Total Outlots = 8

