



05013841

2005 MAR 15 P 2:50
LANCASTER COUNTY, NE

INST. NO 2005
013841

\$ 26⁵⁰

BLOCK
NO
CODE
PRANC8
CHECKED
ENTERED
DATED
27
P

AGREEMENT

THIS AGREEMENT is made and entered into by and between **Nebraska Nurseries Inc., a Nebraska corporation**, 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 **THE PRESERVE ON ANTELOPE CREEK 8TH 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 **THE PRESERVE ON ANTELOPE CREEK 8TH ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the installation of sidewalks along Viburnum Drive and Preserve Lane as shown on the final plat within four years following the approval of this final plat.

2. The Subdivider agrees to complete the planting of the street trees within this plat within four years following the approval of this final plat.

U
E
S
C
g

Planning

3. 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.

4. 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.

5. The Subdivider agrees to complete the public and private improvements shown on the Preliminary Plat and Community Unit Plan.

6. The Subdivider agrees to retain ownership of or the right of entry to the outlots and private improvements in order to maintain the outlots and private improvements on a permanent and continuous basis and to maintain the plants in the medians and islands on a permanent and continuous basis. The Subdivider further agrees to properly and continuously maintain and supervise the private facilities which have common use and benefit 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 and that these are the responsibility of the Subdivider. The Subdivider agrees to continuously and regularly maintain the street trees along the private roadways and landscape screens. 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 private improvements have been satisfactorily installed and the documents creating the association have been reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 14~~th~~ day of March, 2005, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Judith A. Roscoe
Notary Public

The Preserve on Antelope Creek, 8th Addition
New Lots Created

- 1. Lot 1, Block 1, 8th Addition**
- 2. Lot 2, Block 1, 8th Addition**
- 3. *OUTLOT A***