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LANCASTER COUNTY, NE

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AGREEMENT

THIS AGREEMENT is made and entered into by and between **Village Gardens Development Company, 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 **VILLAGE GARDENS 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 **VILLAGE GARDENS ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the paving of the public streets 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 as shown on the final plat within four years following the approval of this final plat.
3. The Subdivider agrees to construct the sidewalks in the pedestrian way easements in Outlots C and G prior to the issuance of an occupancy permit to occupy the buildings constructed on the lots adjacent to both sides of those easements and to agree that

Mike Johnson
 Olsson Associates
 1111 Lincoln Mall 68508

no occupancy permit shall be issued to occupy the buildings on the lots adjacent to both sides of the easement until such time as the sidewalk in the pedestrian way easement is constructed.

4. The Subdivider agrees to construct that portion of the sidewalk in the pedestrian way easement in Outlot I adjacent to Lots 1 through 8, Block 3, prior to the issuance of an occupancy permit to occupy the building constructed on any such lot and to agree that no occupancy permit shall be issued to occupy said building until such time as the abutting sidewalk in the pedestrian way easement is constructed.

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 within two years following the approval of this final plat.

8. The Subdivider agrees to complete the installation of public street lights along the streets within this plat within two years following the approval of this final plat.

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

10. *The Subdivider agrees to complete the planting of the landscape screen within this plat within two years following the approval of this final plat.*

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

12. 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.

13. 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.

14. 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.

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

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

17. The Subdivider agrees to maintain the plants in the medians and islands on a permanent and continuous basis.

18. The Subdivider agrees to maintain the landscape screen on a permanent and continuous basis.

19. The Subdivider agrees to maintain the sidewalks in the pedestrian way easements on a permanent and continuous basis.

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 submit to the lot buyers and home builders a copy of the soil analysis.

22. The Subdivider agrees to pay all design, engineering, labor, material, inspection, and other improvement costs.

23. The Subdivider agrees to protect the trees that are indicated to remain during construction and development.

24. The Subdivider agrees to relinquish the right of direct vehicular access to Pine Lake Road from those lots adjacent to it.

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

Dated this 3rd day of October, 2005.

VILLAGE GARDENS DEVELOPMENT
COMPANY, LLC.
a Nebraska limited liability company,

By: Richard B. Campbell
Richard B. Campbell, Managing Member

Village Gardens Addition Final Plat

Lots 1 through 25, Block 1

Lots 1 through 19, Block 2

Lots 1 through 20, Block 3

Lots 1 through 7, Block 4

Lots 1 through 5, Block 5

Lots 1 and 2, Block 6

Outlots "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", and "M"

Monday, September 26, 2005
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