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WATERFORD  
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## AGREEMENT

THIS AGREEMENT is made and entered into by and between **Waterford Estates, 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 **WATERFORD ESTATES 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 **WATERFORD ESTATES 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 dead-end of the streets, as 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 along both sides of Waterford Estates Drive, Crystal Water Circle, Crystal Water Bay, Blue Water Circle, Blue Water Bay, Flat Water Circle, Waterview Drive, N. 100th Street, and N. 100th Circle as shown on the final plat within four years following the approval of this final plat.

3. The Subdivider agrees to complete the installation of sidewalks along the east side of N. 98th Street except along Outlots D, E and F as shown on the final plat within two years following the approval of this final plat.

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

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

6. The Subdivider agrees to complete the enclosed private drainage facilities shown on the approved drainage study to serve this plat within two years following the approval of this final plat.

7. The Subdivider agrees to complete the installation of public street lights along Waterford Estates Drive, Crystal Water Circle, Crystal Water Bay, Blue Water Circle, Blue Water Bay, Flat Water Circle, Waterview Drive, N. 100th Street, N. 100th Circle, and N. 98th Street within this plat within two years following the approval of this final plat.

8. The Subdivider agrees to complete the planting of the street trees along Waterford Estates Drive, Crystal Water Circle, Crystal Water Bay, Blue Water Circle, Blue Water Bay, Flat Water Circle, Waterview Drive, N. 100th Street, and N. 100th Circle within this plat within four years following the approval of this final plat.

9. The Subdivider agrees to complete the planting of the street trees along N. 98th Street as shown on the final plat within two years following the approval of this final plat.

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

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

12. 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.

13. 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.

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

15. The Subdivider agrees to complete the public and private improvements shown on the preliminary plat.

16. The Subdivider agrees to maintain the outlots and private improvements on a permanent and continuous basis.

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

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

19. 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.

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


21. The Subdivider agrees to relinquish the right of direct vehicular access from Lots 32, 33, 37, 38, and 43, Block 2; Lots 5, 6, 11, 12, 17, Block 3; and Outlots A, B, C, D, and E to N. 98th Street.

22. The Subdivider agrees to relinquish the right of direct vehicular access from Outlots D and E to Holdrege Street and O Street.

Dated this 19<sup>th</sup> day of October, 2007.

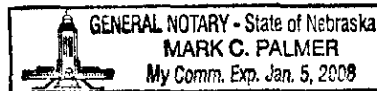
**WATERFORD ESTATES, LLC,**  
a Nebraska limited liability company,

By: RIDGE DEVELOPMENT COMPANY,  
a Nebraska corporation, Managing Member

By:   
Thomas E. White  
President of Development Division



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )



The foregoing instrument was acknowledged before me this 19th day of October, 2007, by John Brager, President of Construction Division, Ridge Development Company, a Nebraska corporation, Managing Member of Waterford Estates LLC, a Nebraska limited liability company.

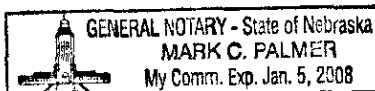
[Signature]  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

~~The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by John F. Schleich, President of Southview, Inc., a Nebraska corporation, Managing Member of Waterford Estates, LLC, a Nebraska limited liability company.~~

~~[Signature]  
Notary Public~~

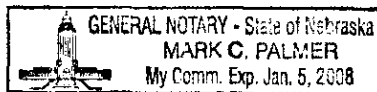
STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )



The foregoing instrument was acknowledged before me this 19th day of October, 2007, by Thomas G. Schleich, Secretary of Southview, Inc., a Nebraska corporation, Managing Member of Waterford Estates, LLC, a Nebraska limited liability company.

[Signature]  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )



The foregoing instrument was acknowledged before me this 19th day of October, 2007, by Richard W. Meginnis, Managing Member of Waterford Estates LLC, a Nebraska limited liability company.

[Signature]  
Notary Public

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of November, 2007, by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



*Sandy L. Dubas*  
Notary Public

## Waterford Estates Addition

Block 1: Lots 1 through 3

Block 2: Lots 1 through 43

Block 3: Lots 1 through 17

Block 4: Lot 1

Outlots: "A" through "G"

