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Lancaster County, NE Assessor/Register of Deeds Office SUAGRT
Pages 5



AGREEMENT

THIS AGREEMENT is made and entered into by and between **Lincoln Federal Bancorp, Inc., a federal 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 **WILDERNESS HILLS 1ST 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 **WILDERNESS HILLS 1ST ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the paving of the public streets, 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 installation of sidewalks along both sides of Keystone Drive, Forest Avenue, S. 28th Street, Valley Stream Drive, Stonybrook Drive, Shadowbrook Drive, and Del Rio Drive 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 S. 27th Street as shown on the final plat within two years following the approval of this final plat.

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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 public 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 Keystone Drive, Forest Avenue, S. 28th Street, Valley Stream Drive, Stonybrook Drive, Shadowbrook Drive, and Del Rio Drive 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 both sides of Shadowbrook Drive, Forest Avenue, Keystone Drive, S. 28th Street, Del Rio Drive, Stonybrook Drive, Valley Stream Drive, and along the south side of Whispering Wind Boulevard 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 the east side of S. 27th Street as shown on the final plat within two years following the approval of this final plat.

10. The Subdivider agrees to complete the planing of the landscape screen along the east side of S. 27th Street within this final plat within two years following the approval of this final plat.

11. The Subdivider agrees to complete the installation of street name signs within two years following the approval of this final plat unless the subdivided provides a cash payment in lieu of a surety.

12. The Subdivider agrees to complete the installation of the permanent markers prior to construction on or conveyance of any lot in the 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 has not been waived, but which 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 preliminary plat.

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

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

19. The Subdivider agrees to maintain and supervise the private facilities which have common use or benefit 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 storm water detention/retention facilities as they were designed and constructed within the development.

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

21. The Subdivider agrees to relinquish the right of direct vehicular access from Lots 1 - 16, Block 3 and Lots 1 - 6, Block 7 to S. 27th Street.

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

Dated this 24 day of MAY, 2007.


LINCOLN FEDERAL BANCORP, INC.,
a federal corporation

Leo J. Schumacher
Leo J. Schumacher, President

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation


Jean E. Roscoe
City Clerk



Chris Beutler
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 24th day of May, 2007, by Leo J. Schumacher, President of Lincoln Federal Bancorp, Inc. a federal corporation.

 GENERAL NOTARY - State of Nebraska
CHRISTINE S. HARTMAN
My Comm. Exp. July 4, 2009

Christine S. Hartman
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 5th day of June, 2007, by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation.

 GENERAL NOTARY - State of Nebraska
JUDITH A. ROSCOE
My Comm. Exp. Dec. 20, 2008

Judith A. Roscoe
Notary Public

**Register of Deeds
Wilderness Hills 1st Addition
Lot Listing**

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

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

Block	Lot
8	15
8	16
8	17
8	18
8	19
8	20
8	21
8	22
8	23
9	1
9	2
9	3
9	4
9	5
9	6
9	7
9	8
9	9
9	10
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9	14
9	15
9	16
9	17
9	18
10	1
10	2
10	3
10	4
10	5
10	6

- Outlots A
- Outlots B
- Outlots C
- Outlots D
- Outlots E

**109 Residential Lots
5 Outlots**

