



WIH#2  
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## 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 2ND 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 **WILDERNESS HILLS 2ND 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 all streets as shown on the final plat within four years following the approval of this final plat.
3. The Subdivider agrees to complete the public water distribution system to serve this plat within two years following the approval of this final plat.

Christy-Planning

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

5. 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.

6. 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.

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

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

10. The Subdivider agrees to complete the installation of 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 has not been waived, but which inadvertently may have been omitted from the above list of required improvements.

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

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

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

16. The Subdivider agrees to maintain and supervise the private facilities which have common use or benefit in a condition as near as practical to the original construction 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 and that these are the responsibility of the land owner.

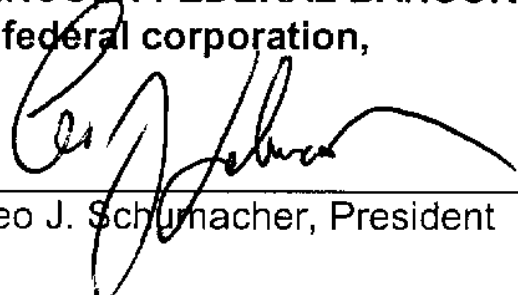
17. The Subdivider agrees to relinquish the right of direct vehicular access from Lots 1, 2, 3 and 4, Block 4, to S. 27th Street.

18. The Subdivider agrees to request a tap permit from and pay to the Lincoln Water System the associated fees to disconnect and/or reconnect from/to the Public Sanitary Sewer Main, to notify Public Works that the construction has been completed and approved and to inform the Planning Department that the disconnection and/or reconnection has been properly accomplished prior to the issuance of building permits.

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

Dated this 20<sup>th</sup> day of MAY, 2009.

**LINCOLN FEDERAL BANCORP, INC.,**  
a federal corporation,

  
\_\_\_\_\_  
Leo J. Schumacher, President

ATTEST:

CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

Joan E Rose  
City Clerk



Donald D. Bost  
Mayor

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of MAY, 2009, by Leo J. Schumacher, President of Lincoln Federal Bancorp, Inc. a federal corporation.

Richard L. Bredenkamp  
Notary Public



STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of May, 2009, by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Sandy L. Dubas  
Notary Public

Wilderness Hills 2nd Addition Lot list

Lot	Block
1	1
2	1
3	1
4	1
5	1
6	1

Lot	Block
1	2
2	2
3	2
4	2
5	2
6	2
7	2
8	2

Lot	Block
1	3
2	3
3	3
4	3
5	3
6	3
7	3
8	3
9	3
10	3

Lot	Block
1	4
2	4
3	4
4	4

Lot	Block
1	5
2	5
3	5
4	5
5	5
6	5
7	5
8	5
9	5
10	5
11	5
12	5
13	5
14	5
15	5
16	5
17	5

Outlots  
A  
B  
C  
D  
E  
F  
G