



05034576

2005 JUN 24 P 1:19

LANCASTER COUNTY, NE

INST. NO 2005

034576

91.50

BLOCK

CODE
~~W.F.H.~~
CHECKED

ENTERED
~~W.F.H.~~
EDITED

RJS

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 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 RIDGE HILLS 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 within this plat within four years following the approval of this final plat.

City Clerk

Planning

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.

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 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 land preparation including storm water detention/retention facilities and open drainage way 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.

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

9. The Subdivider agrees to complete the planting of the street trees within four 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.

11. 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.

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

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

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

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

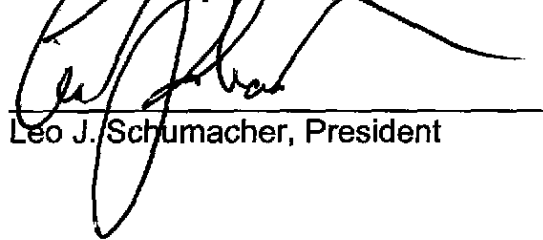
16. The Subdivider agrees to comply with the provisions of the Land Preparation and Grading requirements of the Land Subdivision Ordinance.

17. The Subdivider agrees to properly and continuously maintain and supervise the private facilities which have common use or benefit, 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.

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

Dated this 25th day of May, 2005.

LINCOLN FEDERAL BANCORP, INC.,
a federal corporation,



Leo J. Schumacher, President

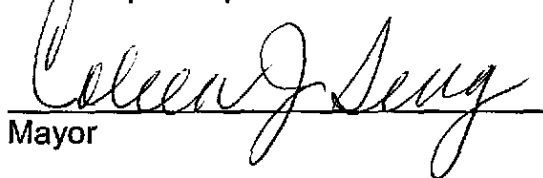
ATTEST:



Joan E. Rasmussen
City Clerk



CITY OF LINCOLN, NEBRASKA,
a municipal corporation



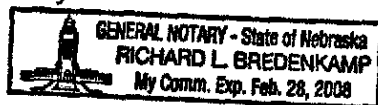
Coleen J. Seung
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 19 day of May, 2005, 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 25 day of May, 2005, by Coleen Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Jamie R. Phillips
Notary Public

Wilderness Hills Addition Lot list

Lot Block

1 1
2 1
3 1
4 1
5 1
6 1
7 1
8 1
9 1
10 1
11 1
12 1
13 1
14 1
15 1
16 1
17 1
18 1
19 1
20 1

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

1 3
2 3
3 3
4 3
5 3
6 3
7 3

Lot Block

8 3

1 4

2 4

3 4

4 4

5 4

6 4

7 4

8 4

9 4

10 4

11 4

12 4

13 4

14 4

15 4

16 4

17 4

18 4

19 4

20 4

21 4

22 4

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

18 5

Lot Block

19 5

20 5
21 5
22 5

1 6
2 6

1 7
2 7
3 7
4 7
5 7
6 7
7 7
8 7
9 7
10 7
11 7
12 7
13 7

Outlots

A

B