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AGREEMENT

THIS AGREEMENT is made and entered into by and between **Wilderness View Townhomes, 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 **WILDERNESS VIEW TOWNHOMES 1ST 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 VIEW TOWNHOMES 1ST ADDITION** it is agreed by and between Subdivider and City as follows

1. The Subdivider agrees to complete the paving of private roadway, and temporary turnarounds and barricades located at the temporary dead-end of the private roadway, 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 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.

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 private 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 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 private 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 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 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 Community Unit Plan

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

17. The Subdivider agrees to maintain the private improvements in good order and state of repair, including the routine and reasonable preventive maintenance of the private improvements, on a permanent and continuous basis.

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 street trees along the private roadways and landscape screens on a permanent and continuous basis.

20. The Subdivider agrees to maintain and supervise the private facilities which have common use or benefit in good order and condition and state of repair including the routine and preventable maintenance of the private facilities, on a permanent and continuous basis.

21. 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.

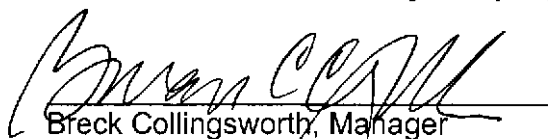
- (a) Subdivider shall not be relieved of Subdivider's maintenance obligation for each specific private improvement until a registered professional engineer or nurseryman who supervised the installation of said private improvement has certified to the City that the improvement has been installed in accordance 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

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

23 The Subdivider agrees to relinquish the right of direct vehicular access from Warlick Boulevard

Dated this 28 day of February, 2011

**WILDERNESS VIEW TOWNHOMES, LLC,
a Nebraska limited liability company,**


Breck Collingsworth, Manager

ATTEST.

CITY OF LINCOLN, NEBRASKA,
a municipal corporation,

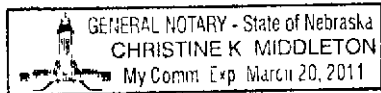
John E. Rose
City Clerk



[Signature]
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 28 day of FEBRUARY, 2011, by Breck Collingsworth, Manager of Hunters Wilderness View Townhomes, LLC, a Nebraska limited liability company



Christine K. Middleton
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 11th day of March, 2011, by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Judith A. Roscoe
Notary Public

Wilderness View Townhomes First Addition

Block 1

Lot 1

Lot 2

Lot 3

Lot 4

Lot 5

Lot 6

Lot 7

Lot 8

Lot 9

Lot 10

Lot 11

Lot 12

Lot 13

Lot 14

Lot 15

Lot 16

Lot 17

Lot 18

Lot 19

Lot 20

Lot 21

Lot 22

Lot 23

Lot 24

Lot 25

Lot 26

Lot 27

Lot 28

Block 2

Lot 1

Lot 2

Block 3

Lot 1

Lot 2

Lot 3

Lot 4

Lot 5

Lot 6

Lot 7

Lot 8

Lot 9

Lot 10

Lot 11

Lot 12

Lot 13

Lot 14

Block 4

Lot 1

Lot 2

Lot 3

Lot 4

Lot 5

Lot 6

Lot 7

Lot 8

Lot 9

Lot 10

Lot 11

Lot 12

Lot 13

Lot 14

Lot 15

Lot 16

Lot 17

Lot 18

Lot 19

Lot 20

Outlot 'A'

Outlot 'B'

Outlot 'C'

Outlot 'D'

Outlot 'E'

Outlot 'F'