



AGREEMENT

THIS AGREEMENT is made and entered into by and between **R.C. KRUEGER DEVELOPMENT COMPANY**, a Nebraska 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 **THE WOODLANDS AT YANKEE HILL 14TH 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 **THE WOODLANDS AT YANKEE HILL 14TH ADDITION**, it is agreed by and between Subdivider and City as follows

1. The Subdivider agrees to complete the street paving of public streets within two years following the approval of this final plat
2. The Subdivider agrees to complete the construction of the sidewalk in the pedestrian way easement and agrees that no building permit shall be issued for construction on Lots 5 and 6, Block 2, until such time as the sidewalk in the pedestrian way easement is constructed

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

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

5. The Subdivider agrees to complete the enclosed public drainage facilities within two years following the approval of this final plat.

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

7. The Subdivider agrees to complete the planting of the street trees within six years following the approval of this final plat.

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

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

10. The Subdivider agrees to timely complete any other public or private improvement or facility required by 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, in consideration of the City granting permission to plat this Addition prior to the required improvements having been installed and approved, to waive and not assert any and all defenses based upon time constraints that may exist because of any future expiration of any applicable statute of limitations in the event the required improvements are not timely installed as required by the Subdivision Agreement and/or the Land Subdivision Ordinance (Title 26 of the Lincoln Municipal Code).

12 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

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 Community Unit Plan.

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

16 The Subdivider agrees to maintain the outlot on a permanent and continuous basis.

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

18. The Subdivider agrees to maintain the sidewalk in the pedestrian way easement in Block 2, in good order and condition, including repair and replacement as reasonably necessary, on a permanent and continuous basis

19 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 reasonable preventive maintenance of the private facilities, on a permanent and continuous basis

20 The Subdivider agrees to retain ownership of or the right of entry to the outlot in order to perform the above-described maintenance of the outlot 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

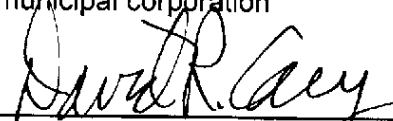
21. The Subdivider agrees to pay all design, engineering, labor, material, inspection, and other improvement costs

Dated this 9th day of February 2015

R.C. KRUGER DEVELOPMENT COMPANY,
a Nebraska corporation,

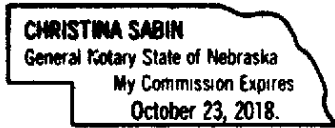

Richard C. Krueger, President
Christopher J. Krueger, POA

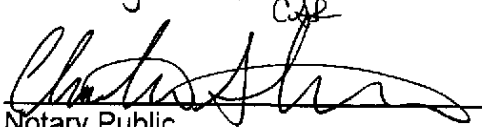
CITY OF LINCOLN, NEBRASKA,
a municipal corporation


David R Cary, Acting Planning Director

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 9th day of February, 2015, by ~~Richard G. Krueger, President of R C Krueger Development Company, a Nebraska corporation~~ Christopher J. Krueger, POA




Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 12 day of February, 2015, by David R. Cary, Acting Planning Director of the City of Lincoln, Nebraska, a municipal corporation.




Notary Public

SPECIAL POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

THAT THE UNDERSIGNED, RICHARD C. KRUEGER, has made, constituted and appointed, and by these presents does make, constitute and appoint MAXINE HALSEY and CHRISTOPHER KRUEGER as true and lawful attorney for the undersigned and in her and his name, place and stead and on my behalf subject to the provisions hereof, to have the following powers:

To endorse checks, execute deeds and contracts for the leasing or sale of real estate, deliver, contract for or to perform any act that is or may become necessary and incidental to carry on the normal and customary business affairs of R. C. Krueger Development Inc., R. K. Business, South Ridge Village LLC., C. P. D. Properties, Krueger Holding Company, L.L.C., Chantacleer Holdings, Chantacleer LLC, Chatelaine LLC, Thomas Crossing, Krueger Development of Texas Inc., Calruby LLC., 8000 Partnership, and all their affiliated and/or associated legal entities during the period of January 27, 2015 through February 20, 2015.

giving and granting unto the said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that the said attorney or her substitute shall lawfully do or cause to be done by virtue thereof.

All such authority shall continue after my death, until notice of such death shall have been received by my attorney so that she has actual knowledge of the fact that I have died. Any action take in good faith by said attorney during any period while it is uncertain whether I am alive, before she receives actual knowledge of my death or, in any event, taken during any period while I am disabled or incapacitated, shall be as valid as if I were alive, competent, and not disabled.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of Jan., 2015

SEALED AND DELIVERED in the presence of

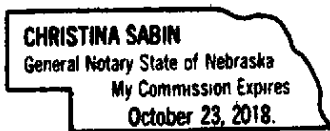

Witness

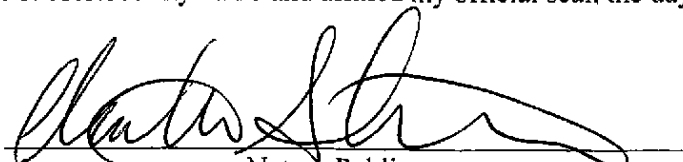

RICHARD C. KRUEGER

STATE OF NEBRASKA, COUNTY OF LANCASTER, ss.

BE IT KNOWN that on the 21st day of Jan., 2015 before me, personally appeared RICHARD C. KRUEGER, to me known to be the person described in and who executed the above Special Power of Attorney and acknowledged the same to be his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.




Notary Public

THE WOODLANDS AT YANKEE HILL 14TH ADDITION
FINAL PLAT
LOT LIST

BLOCK 1

- LOT 1
- LOT 2
- LOT 3
- LOT 4
- LOT 5

BLOCK 2

- LOT 1
- LOT 2
- LOT 3
- LOT 4
- LOT 5
- LOT 6
- LOT 7
- LOT 8
- LOT 9
- LOT 10

- OUTLOT 'A'
- OUTLOT 'B'

TH WOODLANDS AT YANKEE HILL 14