



AGREEMENT

THIS AGREEMENT is made and entered into by and among **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 19TH 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 19TH ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the street paving of public streets, and 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 construct the sidewalk in the pedestrian way easement in Outlot A at the same time as Dempster Drive is paved and agrees that no building permit shall be issued for construction on Lots 2 and 3, Block 1, until such time as the sidewalk in the pedestrian way easement is constructed.

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 setting of permanent monuments within two years following the approval of this final plat.

9. The Subdivider agrees to timely complete any other public or private improvement or facility required by the Land Subdivision Ordinance which have not been waived, but which inadvertently may have been omitted from the above list of required improvements.

10. 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).

11. The Subdivider agrees to submit to the Director of Public Works and Utilities a plan showing proposed measures to control sedimentation and erosion and the proposed method to temporarily stabilize all graded land for approval.

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

13. The Subdivider agrees to complete the public and private improvements shown on the Planned Unit Development.

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

15. The Subdivider agrees to maintain the outlots on a permanent and continuous basis.

16. 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.

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

18. The Subdivider agrees to retain ownership of and the right of entry to the outlots in order to perform the above-described maintenance of the outlots and private improvements on a permanent and continuous basis. However, Subdivider may be relieved and discharged of such maintenance obligations 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.


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

20. The Subdivider agrees to inform all prospective purchasers and users of land located within the Airport Environs Noise District that the land is located within the Airport Environs Noise District, that the land is subject to an aviation and noise easement granted to Lincoln Airport Authority, and that the land is potentially subject to aircraft noise levels which may affect users of the property and interfere with its use.

Dated this 30th day of September 2015.

NOTARY PUBLIC
STATE OF NEBRASKA
COMMISSION EXPIRES 03/10/17

R.C. KRUEGER DEVELOPMENT COMPANY,
a Nebraska corporation

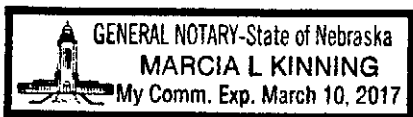

Richard C. Krueger, President

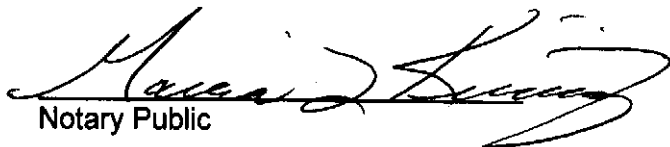
CITY OF LINCOLN, NEBRASKA,
a municipal corporation


David R Cary, Acting Planning Director

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

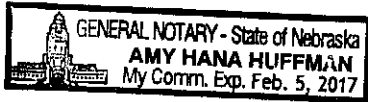
The foregoing instrument was acknowledged before me this 24th day of September, 2015, by Richard C. Krueger, President of R.C. Krueger Development Company, a Nebraska corporation.




Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 28th day of September, 2015, by David R. Cary, Acting Planning Director of the City of Lincoln, Nebraska, a municipal corporation.



Amy Hana Huffman
Notary Public

THE WOODLANDS AT YANKEE HILL 19TH ADDITION
FINAL PLAT
LOT LIST

BLOCK 1

- LOT 1
- LOT 2
- LOT 3
- LOT 4
- LOT 5
- LOT 6
- LOT 7
- LOT 8
- LOT 9
- LOT 10
- LOT 11

BLOCK 2

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

- OUTLOT 'A'
- OUTLOT 'B'

THWOYAH19

Regd



smart # 15090207
9-28-15/law/km

CITY OF LINCOLN
DIRECTORIAL ORDER

NO. 13850

BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Mayor of the City of


Lincoln, Nebraska:

On behalf of the City of Lincoln, Nebraska I have executed the attached Subdivision Agreement between the City of Lincoln and R.C. Krueger Development Company and the Agreement for Escrow of Security Fund to guarantee the setting of permanent monuments, planting of street trees, and installation of pedestrian sidewalk within the final plat of **The Woodlands at Yankee Hill 19th Addition**.

The City Clerk is directed to return an original Subdivision Agreement to the Planning Director to be filed with the Register of Deeds along with the approved final plat. The City Clerk is directed to return copies of this Directorial Order and the Agreement for Escrow of Security Fund to the Planning Department for transmittal to R.C. Krueger Development Company, Union Bank and Trust, and the City Treasurer.

SRP

Dated this 28~~th~~ day of September, 2015.


David R. Cary, Acting Planning Director

Approved as to Form & Legality:


Chief Assistant City Attorney

FILED
SEP 30 2015
CITY CLERK'S OFFICE
LINCOLN, NEBRASKA