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**AGREEMENT**

THIS AGREEMENT is made and entered into by and between **CALRUBY, LLC, a Nebraska limited liability company, and ST. MICHAEL CATHOLIC CHURCH OF CHENEY, a Nebraska non-profit 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 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 **THE WOODLANDS AT YANKEE HILL 2ND ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the installation of sidewalks along the south and west sides of Yankee Woods Drive and South 78th Street, respectively, within four years following the approval of this final plat.

2. The Subdivider agrees to complete the planting of the street trees along the south and west sides of Yankee Woods Drive and South 78th Street, respectively, within four years following the approval of this final plat.

City Esp \$27.50

ESP

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

4. 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.

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

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

7. The Subdivider agrees to complete the public and private improvements shown on the Use Permit.

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

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

10. 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. 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.

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

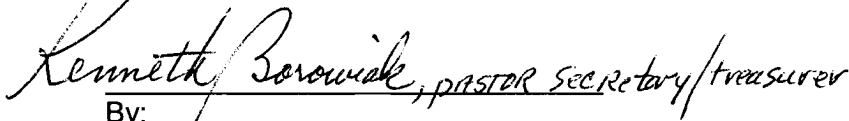
12. That the agreements contained herein shall be binding and obligatory upon the heirs, successors and assigns of Subdivider.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

CALRUBY, LLC,  
a Nebraska limited liability company,

  
Richard C. Krueger, Manager

ST. MICHAEL CATHOLIC CHURCH  
OF CHENEY,  
a Nebraska non-profit corporation,

  
By: \_\_\_\_\_, *PASTOR SECRETARY/TREASURER*  
Title:

CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

  
Marvin Krout, Planning Director

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

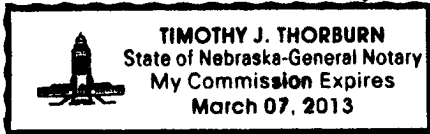
The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of October, 2010, by Richard C. Krueger, Manager, Calruby, LLC, a Nebraska limited liability company.



  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

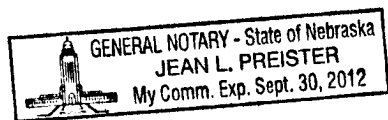
The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of NOVEMBER, 2010, by KENNETH BOROWIAK, PASTOR/SEC. TREAS. of St. Michael Catholic Church of Cheney, a Nebraska non-profit corporation.

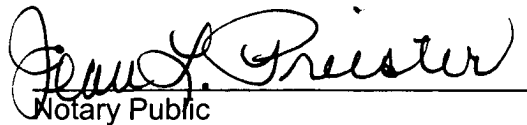


  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of November, 2010, by Marvin Krout, Planning Director of the City of Lincoln, Nebraska, a municipal corporation.



  
Notary Public

**THE WOODLANDS AT YANKEE HILL 2<sup>nd</sup> ADDITION**

FINAL PLAT  
LOT LIST

LOT 1  
LOT 2  
LOT 3

OUTLOT 'A'  
OUTLOT 'B'