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Lancaster County, NE Assessor/Register of Deeds Office SUAGRT
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AGREEMENT

THIS AGREEMENT is made and entered into by and between **CALRUBY, 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 **THE WOODLANDS AT YANKEE HILL 3RD 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 3RD 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 public water distribution system within two years following the approval of this final plat
3. The Subdivider agrees to complete the public wastewater collection system within two years following the approval of this final plat.
4. The Subdivider agrees to complete the enclosed public drainage facilities to serve this plat within two years following the approval of this final plat.

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

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

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

8. 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.

9 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

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

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

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

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. 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.

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

15. The Subdivider agrees to relinquish the right of direct vehicular access from Outlots B and C to South 84th Street and Yankee Hill Road.

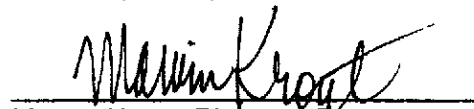
16. That the agreements contained herein shall be binding and obligatory upon the heirs, successors and assigns of Subdivider.

Dated this 18th day of May, 2011.

CALRUBY, LLC,
a Nebraska limited liability company,


Richard C. Krueger, Manager

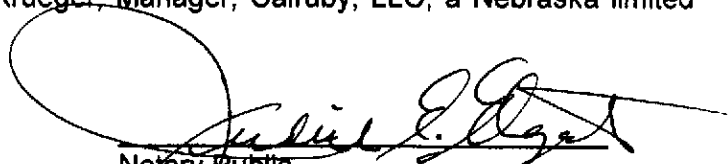
CITY OF LINCOLN, NEBRASKA,
a municipal corporation


Marvin Krout, Planning Director

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 12th day of May, 2011, 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 17th day of May, 2011, by Marvin Krout, Planning Director of the City of Lincoln, Nebraska, a municipal corporation.




Notary Public

THE WOODLANDS AT YANKEE HILL 3rd ADDITION
FINAL PLAT
LOT LIST

LOT 1

OUTLOT 'A'
OUTLOT 'B'
OUTLOT 'C'