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INST NO 2003

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LINCOLN COUNTY, NE

35.50 BLOCK

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APPROVED

**AGREEMENT**

THIS AGREEMENT is made and entered into by and between **Parker Ground Partnership, a Nebraska general partnership**, 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 Marvin S. Krout, the City's Planning Director, for permission to subdivide and for approval of the subdivision plat of **PARKER'S LANDING 1ST ADDITION**; and

WHEREAS, the Planning Director's June 13, 2003 letter to Michael Johnson listing the conditions of approval for 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 the Planning Director granting permission to plat and approval of the plat of **PARKER'S LANDING 1ST ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to timely complete the public and private improvements and facilities required by Chapter 26.23 of the Lincoln Municipal Code (Development Standards) which have not been waived, including but not limited to those improvements and facilities listed in the June 13, 2003 letter and/or shown on the approved final plat or the preliminary plat and community unit plan. The Subdivider further agrees to post the required security to guarantee completion of such public and private improvements and facilities.

*Parker's Landing 1st Addition: LOT 1, Block 1; LOTS 1-23, Block 2, LOTS 1-17, Block 3.*

*Planning Dept*

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

3. The Subdivider agrees to protect the remaining trees on the site during construction and development.

4. The Subdivider agrees to pay all labor, material, engineering, inspection, and other improvement costs less any approved subsidies.

5. The Subdivider agrees to submit to lot buyers and home builders a copy of the soil analysis.

6. The Subdivider agrees to comply with the provisions of the Land Subdivision Ordinance regarding land preparation.

7. The Subdivider agrees to complete the permanent lot and block staking before construction on or conveyance of any lot shown on this final plat.

8. The Subdivider agrees to maintain the outlots, landscape screens, and other private improvements as they were designed and constructed on a permanent and continuous basis. However, the Subdivider may be relieved and discharged of this maintenance obligation upon creating in writing a permanent and continuous association of property owners who would be responsible for said permanent and continuous maintenance. The Subdivider shall not be relieved of such maintenance obligation until the document or documents creating said property owners association have been reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

