

**FINAL PLAT  
NON-EXECUTIVE ORDER IMPROVEMENTS  
AGREEMENT FOR ESCROW OF SECURITY FUND**

WHEREAS, before any final plat may be approved, the required improvements must have been installed or a performance bond, escrow or security agreement must be furnished to the City to guarantee the installation of the required improvements which may be installed without an executive order; and

WHEREAS, \_\_\_\_\_, hereinafter called "Permittee," has made application to the City of Lincoln for permission to guarantee construction of improvements consisting of:

<u>Improvement</u>	<u>Amount</u>	<u>Improvement</u>	<u>Amount</u>
Sidewalks	\$ _____	Private Water Mains	\$ _____
Parking Areas	\$ _____	Private Sanitary Sewer	\$ _____
Private Roadways	\$ _____	Private Storm Sewer	\$ _____
Temp. Turnaround Removal	\$ _____	Private Storm Drainage	\$ _____
Setting Perm. Monuments	\$ _____	Private Orn. Street Lights	\$ _____
Landscape Screen	\$ _____		
Recreation Facilities	\$ _____		
Street Trees	\$ _____		
Street Name Signs	\$ _____		
_____	\$ _____		

within the final plat of \_\_\_\_\_, an addition to the City of Lincoln, Lancaster County, Nebraska and guarantee the same by placing funds in an escrow account as security for performance of said construction.

NOW, THEREFORE, IT IS AGREED by and between \_\_\_\_\_, Permittee, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the "City," as follows:

1. That prior to approval of the aforesaid final plat, Permittee shall either deposit the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) with \_\_\_\_\_ (Bank) as escrow agent for the City, or obtain a loan of immediately payable funds from \_\_\_\_\_ (Bank) in said amount and irrevocably pledge and assign said funds to \_\_\_\_\_ (Bank) as escrow agent for the City, the same to be held in escrow as security to guarantee the construction of the aforesaid improvements within said final plat.

2. The said escrow fund shall be allocated to the above-specified improvements in said final plat as follows:

<u>Improvement</u>	<u>Amount</u>	<u>Improvement</u>	<u>Amount</u>
Sidewalks	\$ _____	Private Water Mains	\$ _____
Parking Areas	\$ _____	Private Sanitary Sewer	\$ _____
Private Roadways	\$ _____	Private Storm Sewer	\$ _____
Temp. Turnaround Removal	\$ _____	Private Storm Drainage	\$ _____
Setting Perm. Monuments	\$ _____	Private Orn. Street Lights	\$ _____
Landscape Screen	\$ _____		
Recreation Facilities	\$ _____		
Street Trees	\$ _____		
Street Name Signs	\$ _____		
_____	\$ _____		

No

**Unless the No box is checked said escrow fund shall be automatically transferred and allocated to the above specified improvements to the extent such improvements are required to be installed in a subsequent final plat involving any portion of the property within this final plat (“replat”).**

3. The funds designated for any one improvement less the retainage, if any, may be released from escrow when that improvement is completed to the satisfaction of the City and the City has certified to \_\_\_\_\_ (Bank) in writing that construction has been completed for that improvement; provided, that all other funds in the escrow account designated as security for remaining uncompleted improvements shall remain in escrow until the improvements for which said funds have been designated has been completed. In the event any or all of the aforesaid improvements are not completed to the satisfaction of the City by the completion dates listed in the conditions of approval for said final plat or replat to do said construction, whichever is earlier, then and in that event \_\_\_\_\_ (Bank) upon written request from the City, shall pay to the City the total amount of funds designated for each of the aforesaid improvements which shall not have been completed on said date or the amount of funds necessary to complete construction thereof, whichever is the lesser.

4. The conditions of release of the escrow funds upon completion of the improvements set forth in paragraph 1, supra, shall include payment in full of any and all costs due to the City by Permittee in connection with the development and construction of such improvements including, but not limited to, engineering costs, inspection costs, and survey costs.

5. This Agreement shall be contingent upon its execution by the parties hereto, the pledge and assignment of the required security funds with \_\_\_\_\_ (Bank) as escrow agent for the City of Lincoln, and the acceptance of this Agreement by said escrow agent.

6. Permittee agrees to pay any and all fees charged by \_\_\_\_\_ (Bank) as escrow agent for the City of Lincoln under the terms of this Agreement.

7. \_\_\_\_\_ (Bank) shall be liable as a depository only.

8. Upon deposit of the security fund as provided in this Agreement, the City agrees to waive the requirement that Permittee post performance bonds for completion of the aforesaid improvements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Permittee

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Approved:

CITY OF LINCOLN, NEBRASKA,  
a municipal corporation,

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTANCE OF ESCROW AGREEMENT**

\_\_\_\_\_ (Bank) hereby agrees to the terms and instruction listed above and acknowledges that it has received a deposit in the sum of \$\_\_\_\_\_ from \_\_\_\_\_ (*name of Owner*), hereinafter "Owner" or that it has loaned \$\_\_\_\_\_ of immediately payable funds to Owner and has received an irrevocable pledge and assignment of those funds from Owner to be held in escrow (Escrow Account No. \_\_\_\_\_) by \_\_\_\_\_ as escrow agent for the City of Lincoln, Nebraska, a municipal corporation, to ensure payment of the contributions listed in the above and foregoing Agreement and further agrees not to release any of said monies deposited or pledged and assigned to secure payment of said contributions until it has received written authorization from the City of Lincoln.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Bank: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_