



AGREEMENT

THIS AGREEMENT is made and entered into by and between **FIRST NATIONAL BANK OF OMAHA, a national banking association, and SUPERIOR POINT PARTNERS, 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 City for permission to subdivide and for approval of the subdivision plat of **KING RIDGE 4TH 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 **KING RIDGE 4TH 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 side of Folkways Blvd., the north side of North Hill Road, and the west side of Hill Top Road as shown on the final plat within four years following the approval of this final plat.
2. The Subdivider agrees to complete the planting of the street trees along Folkways Blvd., Hill Top Road, and North Hill Road within this plat within six years following the approval of this final plat.

3. 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 inadvertently may have been omitted from the above list of required improvements.

4. 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).

5. 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.

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

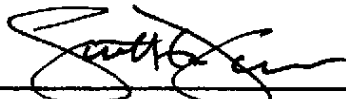
7. The Subdivider agrees to maintain the private improvements in good order and state of repair, including the routine and reasonable preventive maintenance of the private improvements, on a permanent and continuous basis.

8. The Subdivider agrees to maintain the street trees along the private roadways on a permanent and continuous basis.

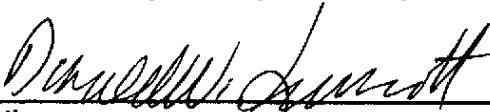
9. The Subdivider agrees to maintain and supervise the private facilities which have common use or benefit in good order and condition and state of repair including the routine and preventable maintenance of the private facilities, on a permanent and continuous basis

Dated this ^{16th} 12th day of July, 2013.

**FIRST NATIONAL BANK OF OMAHA,
a national banking association,**

By: 
Title: Vice President

**SUPERIOR POINT PARTNERS,
a Nebraska general partnership,**

By: 
Title: Member

**CITY OF LINCOLN, NEBRASKA,
a municipal corporation,**


Marvin Krout, Planning Director

STATE OF NEBRASKA)
DOUGLAS) ss.
COUNTY OF ~~LANCASTER~~)

The foregoing instrument was acknowledged before me this 12th day of July, 2013, by Scott W. Dambow, Vice President of First National Bank of Omaha, a national banking association

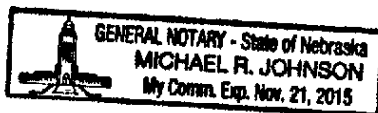


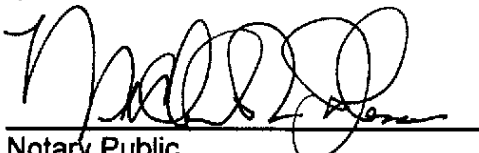


Notary Public

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 16th day of July, 2013, by Donald W. Linscott, Member of Superior Point Partners, a Nebraska general partnership.

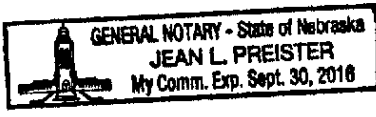




Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 8 day of July, 2013, by Marvin Krout, Planning Director of the City of Lincoln, Nebraska, a municipal corporation.



Jean L. Preister
Notary Public

KING RIDGE 4TH ADDITION

Lot 1

Outlot "A"

Lot 2

No
KIRBY