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

THIS AGREEMENT is made and entered into by and between **R.C. KRUEGER DEVELOPMENT COMPANY, a Nebraska 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 7TH 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 7TH 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.

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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 land preparation including stormwater detention/retention facilities and open drainageway improvements to serve this plat along with the overall site grading of the subdivision to limit the peak flow of stormwater discharge from the subdivision prior to the installation of the required water distribution, wastewater collection and street system minimum improvements. The surety to guarantee the construction of the detention/retention facilities shall be released upon termination of the Construction Stormwater Permit issued by the Lower Platte South Natural Resources District and acceptance of the completed work by the Director of Public Works and Utilities Department.

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

7. The Subdivider agrees to complete the planting of the street trees within this plat within six years following the approval of this final plat.

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

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

10 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.

11 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).

12. 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.

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

14. The Subdivider agrees to complete the improvements shown on the planned unit development.

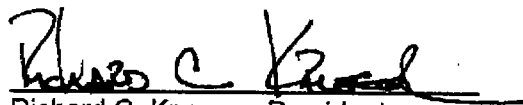
15. The Subdivider agrees to keep taxes and special assessments on the outlot from becoming delinquent

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

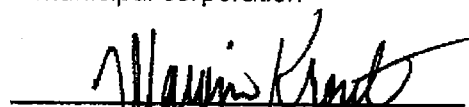
17. The Subdivider agrees to pay all design, engineering, labor, material, inspection, and other improvement costs.

Dated this 6th day of March, 2013.

R.C. KRUEGER DEVELOPMENT COMPANY
a Nebraska corporation,

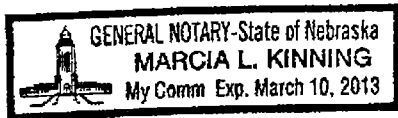

Richard C. Krueger, President

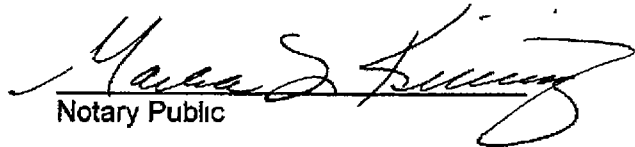
CITY OF LINCOLN, NEBRASKA,
a municipal corporation


Marvin Krout, Planning Director

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 26th day of February, 2013, by Richard C. Krueger, President of R.C Krueger Development Company, a Nebraska corporation

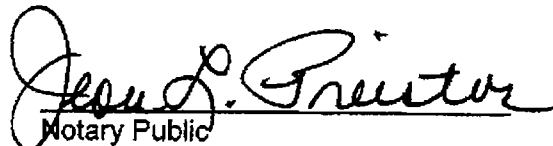



Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 27 day of February, ~~2012~~ 2013, by Marvin Krout, Planning Director of the City of Lincoln, Nebraska, a municipal corporation.




Notary Public

THE WOODLANDS AT YANKEE HILL 7TH ADDITION

FINAL PLAT LOT LIST

BLOCK 1

LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7

~~LOT 8~~

BLOCK 2

LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7

BLOCK 3

LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8

BLOCK 4

LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10

OUTLOT 'A'

THWOYAH I 7