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**AGREEMENT**

THIS AGREEMENT is made and entered into by and between **Roger Schwisow, Trustee of the Roger H. Schwisow Revocable Trust, and Eldonna Schwisow, Trustee of the Eldonna Schwisow Revocable Trust**, 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 **NORTHBANK PRESERVE 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 **NORTHBANK PRESERVE ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the street paving of public streets, and temporary turnarounds and barricades located at the temporary dead-end of the streets shown on the final plat within two years following the approval of this final plat.

Chg Esp \$37.00

2. The Subdivider agrees to complete the installation of the sidewalks along both sides of Becky's Way and N. 51st Street and along the south side of Alvo Road as shown on the final plat within four years following the approval of this final plat.

3. The Subdivider agrees to complete the public water distribution system to service this plat within two years following the approval of this final plat.

4. The Subdivider agrees to complete the public wastewater collection system to serve this plat within two years following the approval of this final plat.

5. The Subdivider agrees to complete the enclosed public drainage facilities shown on the approved drainage study to serve this plat within two years following the approval of this final plat.

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

7. The Subdivider agrees to complete the planting of the street trees along both sides of Becky's Way and N. 51st Street and along the south side of Alvo Road within this plat within four 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 have not been waived and which inadvertently may have been omitted from the above list of required improvements.

11. 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.

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

13. The Subdivider agrees to complete the public and private improvements shown on the preliminary plat.

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

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

16. The Subdivider agrees to retain ownership of and the right of entry to the outlots in order to perform the above-described maintenance of the outlots and private improvements on a permanent and continuous basis. However, Subdivider may be relieved and discharged of such maintenance obligations 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:

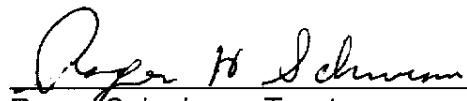
- (a) Subdivider shall not be relieved of Subdivider's maintenance obligation for each specific private improvement until a registered professional engineer or nurseryman who supervised the installation of said private improvement has certified to the City that the improvement has been installed in accordance with approved plans; and

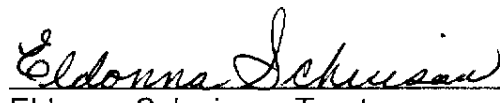
(b) The maintenance agreements are incorporated into covenants and restrictions in deeds to the subdivided property and the documents creating the association and the restrictive covenants have been reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

17. The Subdivider agrees to inform all purchasers and users of land located within the 100 year floodplain that said land is located within the 100 year floodplain and that the grading of the lots and outlots shall be in conformance with the grading plan approved with the Northbank Junction Preliminary Plat #03004 or as amended by the Director of Planning. The volume of fill material brought into each lot and outlot from outside the floodplain shall not exceed that shown on the approved grading plan accompanying the preliminary plat.

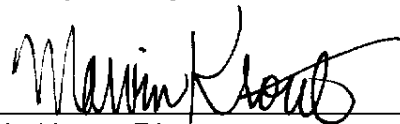
18. That the agreements contained herein shall run with the land and be binding upon the Subdivider and their successors and assigns.

Dated this 10 day of may, 2010.

  
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Roger Schwisow, Trustee  
Roger H. Schwisow Revocable Trust

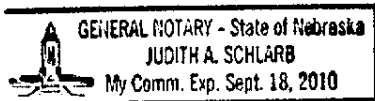
  
\_\_\_\_\_  
Eldonna Schwisow, Trustee  
Eldonna Schwisow Revocable Trust

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

  
\_\_\_\_\_  
Marvin Krout, Director  
Planning Department

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

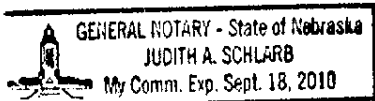
The foregoing instrument was acknowledged before me this 10 day of May, 2010, by Roger Schwisow, Trustee of the Roger H. Schwisow Revocable Trust.



Judith A. Schlarb  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 10 day of May, 2010, by Eldonna Schwisow, Trustee of the Eldonna Schwisow Revocable Trust.



Judith A. Schlarb  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 11 day of May, 2010, by Marvin Krout, Director of the Planning Department of the City of Lincoln, Nebraska, a municipal corporation.



Jean L. Preister  
Notary Public

**NORTHBANK PRESERVE**  
**FINAL PLAT**  
**LOT LIST**

**BLOCK 1**

LOT 1  
LOT 2  
LOT 3  
LOT 4

**BLOCK 2**

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

**OUTLOT 'A'**