



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 1ST 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 1ST 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.
2. The Subdivider agrees to complete the public water distribution system to service this plat within two years following the approval of this final plat.
3. The Subdivider agrees to complete the public wastewater collection system to serve this plat within two years following the approval of this final plat.
4. 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.
5. 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.
6. The Subdivider agrees to complete the planting of the street trees along Alvo Road, N. 51st Street, Becky's Way and N. 50th Street within this plat within four years following the approval of this final plat.
7. The Subdivider agrees to complete the installation of the permanent markers prior to construction on or conveyance of any lot in the plat.
8. 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.
9. 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).

10. 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.

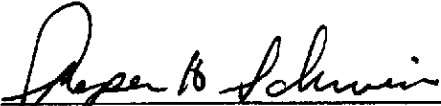
11. The Subdivider agrees to comply with the provisions of the Land Preparation and Grading requirements of the Land Subdivision Ordinance.

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


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

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

Dated this 9 day of April, 2013.



Roger Schwisow, Trustee
Roger H. Schwisow Revocable Trust



Eldonna Schwisow, Trustee
Eldonna Schwisow Revocable Trust

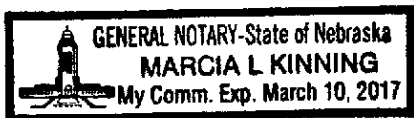
**CITY OF LINCOLN, NEBRASKA,
a municipal corporation,**



Marvin Krout, Director
Planning Department

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 5th day of April, 2013, by Roger Schwisow, Trustee of the Roger H. Schwisow Revocable Trust.



Marcia L. Kinning
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

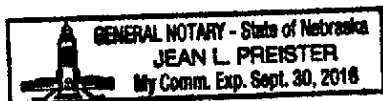
The foregoing instrument was acknowledged before me this 5th day of April, 2013, by Eldonna Schwisow, Trustee of the Eldonna Schwisow Revocable Trust.



Marcia L. Kinning
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 9th day of April, 2013, by Marvin Krout, Director of the Planning Department of the City of Lincoln, Nebraska, a municipal corporation.



Jean L. Preister
Notary Public

NORTHBANK PRESERVE 1ST ADDITION
FINAL PLAT
LOT LIST

BLOCK 1

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

BLOCK 2

LOT 1
LOT 2
LOT 3

BLOCK 3

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

OUTLOT 'A'
OUTLOT 'B'

No PR 1