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A G R E E M E N T

THIS AGREEMENT is made and entered into by and between **Roger H. 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 2nd 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 2nd 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 installation of sidewalks along outlots not reserved for future development as shown on the final plat at the same time as the adjacent streets are paved.

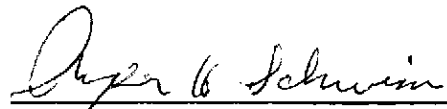
CRG - ESSF

3. The Subdivider agrees to construct the sidewalk in the pedestrian way easement in Outlot B, C and D at the same time as North 50th Street is paved.
4. The Subdivider agrees to complete the public water distribution system to serve this plat within two years following the approval of this final plat.
5. The Subdivider agrees to complete the public wastewater collection system to serve this plat within two years following the approval of this final plat.
6. 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.
7. 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.
8. The Subdivider agrees to complete the planting of the street trees along North 49th Street, North 50th Street, and North 50th Place within this plat within six 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 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 and Utilities 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 public and private improvements shown on the preliminary plat.
15. The Subdivider agrees to keep taxes and special assessments on the outlots from becoming delinquent.
16. The Subdivider agrees to maintain the outlots on a permanent and continuous basis.
17. The Subdivider agrees to maintain the sidewalks in the pedestrian way easements on Outlots B, C and D in good order and condition, including repair and replacement as reasonably necessary, on a permanent and continuous basis.
18. The Subdivider agrees to recognize that there may be additional maintenance issues or costs associated with providing for the proper functioning of storm water detention/retention facilities as they were designed and constructed within the development and that these are the responsibility of the subdivider.
19. 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.

Dated this 2nd day of November, 2015.

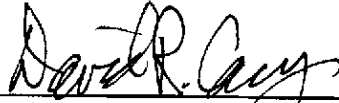


Roger H. Schwisow, Trustee of the Roger H. Schwisow Revocable Trust established under an agreement known as the Roger H. Schwisow Revocable Trust Agreement dated July 2, 2003 as amended or revised from time to time



Eldonna Schwisow, Trustee of the Eldonna Schwisow Revocable Trust established under an agreement known as the Eldonna Schwisow Revocable Trust Agreement dated July 2, 2003 as amended or revised from time to time

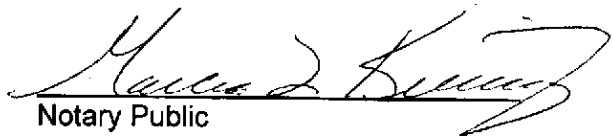
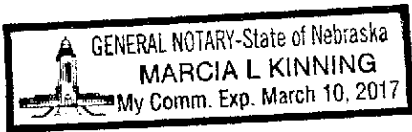
CITY OF LINCOLN, NEBRASKA,
a municipal corporation,



David R. Cary, Acting Director
Planning Department

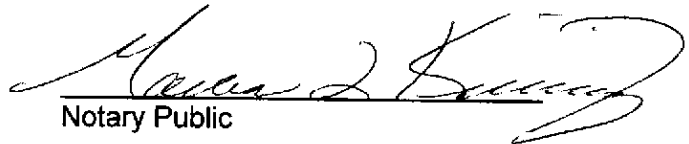
STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 2nd day of November, 2015, by Roger H. Schwisow, Trustee of the Roger H. Schwisow Revocable Trust established by an agreement known as the Roger H. Schwisow Revocable Trust Agreement dated July 2, 2003 as amended or revised from time to time.


Notary Public

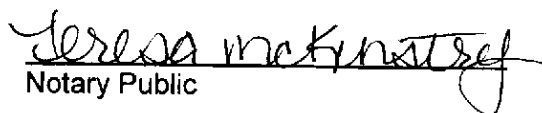
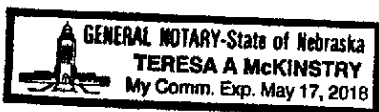
STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 2nd day of November, 2015, by Eldonna Schwisow, Trustee of the Eldonna Schwisow Revocable Trust established by an agreement known as the Eldonna Schwisow Revocable Trust Agreement dated July 2, 2003 as amended or revised from time to time.


Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 10 day of November, 2015, by David R. Cary, Acting Director of the Planning Department of the City of Lincoln, Nebraska, a municipal corporation.


Notary Public

NORTHBANK PRESERVE 2ND 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
- 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
- LOT 9
- LOT 10
- LOT 11

- OUTLOT 'A'
- OUTLOT 'B'
- OUTLOT 'C'
- OUTLOT 'D'
- OUTLOT 'E'

NOPR 2