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## AGREEMENT

THIS AGREEMENT is made and entered into by and between **SOUTH SHORE BUILDERS, LLC, a Nebraska limited liability company**, 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 **WATERFORD ESTATES 11TH 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 **WATERFORD ESTATES 11TH ADDITION** it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the planting of the street trees along Edgewater Lane within this plat within six years following the approval of this final plat.
2. 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.
3. 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

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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).

Dated this 6 day of Aug, 2013.

**SOUTH SHORE BUILDERS, LLC,  
a Nebraska limited liability company,**

By: FULTON CONSTRUCTION, INC.,  
a Nebraska corporation, Member

By: [Signature]  
Steven W. Fulton, President

By: CHRISTO DESIGN BUILD, INC.  
a Nebraska corporation, Member

By: [Signature]  
James R. Christo, President

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

[Signature]  
Marvin Krout, Planning Director

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of August, 2013, by Steven Fulton, President of Fulton Construction, Inc., a Nebraska corporation, Member of South Shore Builders, LLC, a Nebraska limited liability company.



[Signature]  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

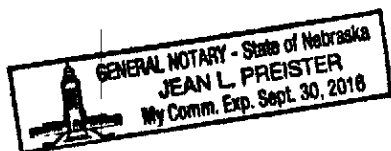
The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of July, 2013, by James R. Christo, President of Christo Design Build, Inc., a Nebraska corporation, Member of South Shore Builders, LLC, a Nebraska limited liability company



Gerald L. Kamtz  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 12 day of August, 2013, by Marvin Krout, Planning Director of the City of Lincoln, Nebraska, a municipal corporation.



Jean L. Preister  
Notary Public

**Waterford Estates 11<sup>th</sup> Addition**

Lots 1 through 15

NO  
WATER 11

Tuesday, April 09, 2013

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