



AGREEMENT

THIS AGREEMENT is made and entered into by and between **LINCOLN FEDERAL BANCORP, INC., 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 **WILDERNESS HILLS 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 **WILDERNESS HILLS 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, 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 serve 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 South 31st Street, South 32nd Street, and Eldorado Drive 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 the south side of Wilderness Hills Boulevard, both sides of South 31st Street, both sides of South 32nd Street, and both sides of Eldorado Drive within this plat within six years following the approval of this final plat.

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

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

9. 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.

10. 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).

11. 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.

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

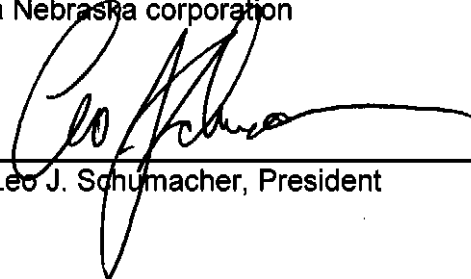
13. The Subdivider agrees to complete the public and private improvements shown on the preliminary plat.

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

15. The Subdivider agrees to waive, as against the City of Lincoln, any and all damages and any claim or right of action for any and all damages, of every nature, which may accrue to Subdivider, or which may result to Subdivider's property or interest therein, by reason of said infrastructure improvements or the construction thereof.

Dated this 11 day of August, 2016.

LINCOLN FEDERAL BANCORP, INC.,
a Nebraska corporation



Leo J. Schumacher, President

CITY OF LINCOLN, NEBRASKA,
a municipal corporation



David R. Cary, Planning Director

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 25th day of July, 2016, by Leo J. Schumacher, President of Lincoln Federal Bancorp, Inc., a Nebraska corporation.



Lorna M Moseman
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 9 day of August, 2016, by David R. Cary, Planning Director of the City of Lincoln, Nebraska, a municipal corporation.



Teresa McKinstry
Notary Public

Wilderness Hills 7th Addition

Lots 1 through 12, Block 1.

Lots 1 through 6, Block 2.

Lots 1 through 23, Block 3.

Lots 1 through 11, Block 4.

Lot 1, Block 5.

Outlot "A".

WIHI 7