

SUBDIVISION AGREEMENT  
AUTO HAUS SECOND SUBDIVISION

This Agreement entered into on \_\_\_\_\_, 2022, by and between TBDS PROPERTIES, LLC, hereinafter referred to as "SUBDIVIDER," and the CITY OF LEXINGTON, NEBRASKA, a Municipal Corporation of the State of Nebraska, hereinafter referred to as "CITY."

WHEREAS, SUBDIVIDER has applied for subdivision approval of AUTO HAUS SECOND SUBDIVISION, a replat of Lot 1, Auto Haus Addition to the City of Lexington, Dawson County, Nebraska, said subdivision to provide for future development of vacant land;

IN CONSIDERATION OF THE MUTUAL AGREEMENTS OF THE PARTIES, THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. **SUBDIVIDER RESPONSIBILITY:** The parties understand and agree that any review of SUBDIVIDER'S plans and specifications by or on behalf of CITY is only for purposes of CITY and in no way relates to an approval of materials used or the end product of SUBDIVIDER'S work. SUBDIVIDER certifies that he has thoroughly reviewed all plans, notes and specifications, examined the project site and ascertained all soil, geological, ground water and other conditions to be encountered which might affect the construction and future maintenance of the Subdivision. SUBDIVIDER further certifies that work contemplated under such plans and specifications will be prepared by or on behalf of the SUBDIVIDER, that the Subdivision is the responsibility of the SUBDIVIDER and that work is undertaken thereon only in reliance on its own investigation and information and not on any statements, representations or reports, if any, that may have been made or furnished by CITY, its officers, agents or employees.
2. **ENGINEERING STANDARDS AND INSPECTIONS:** The parties agree that prior to construction of any public utilities, drainage facilities or public streets, an engineering plan shall be prepared for approval by the City Engineer or otherwise a separate approved engineer, and the grades established and materials used shall be consistent with the grades established and materials used for City facilities.
3. **DEVELOPMENT AGREEMENT:** The Parties agree that prior to construction of any improvements that a separate "Development Agreement" or "Redevelopment Contract" will be adopted, providing for the construction of streets, sidewalks, water, storm drainage, sanitary sewer, and other public improvements.
3. **SUBDIVISION APPROVAL:** The parties agree that no construction will commence until a final subdivision plat complying with all of the terms and provisions of the Lexington City Code has been approved by the City Planning Commission and City Council.
4. **EASEMENTS:** The parties agree that telephone, natural gas, cable TV, electric and other public utilities may locate facilities within the areas designated as "Utility Easement," subject only, to the condition that such utility companies will restore the ground, including required paving (street or sidewalk), after construction, to its pre-existing condition. SUBDIVIDER will require each such utility to provide a map showing actual location of such facility as installed, such records to be deposited with CITY for public inspection. The parties further agree that no private construction will be allowed in the easement areas, except paving or permitted advertising signs, and that any such improvements or landscaping located in such easement areas, other than required paving, shall be

removed at the property owner's expense, if reasonably necessary for purpose of installation, maintenance or repair of utilities within such easement.

- 5. COMPLIANCE WITH LAWS: The SUBDIVIDER agrees to comply with any and all City, State, and Federal laws and regulations in the construction of any improvements on this subdivision, including but not limited to any regulations or rules imposed by the Nebraska Department of Transportation.
- 6. BINDING: This Agreement shall be binding upon the parties hereto, their tenants, and their successors in interest and ownership of Subdivision, and shall run with the land.
- 7. WAIVER: One or more waivers of any covenants, conditions, rules or regulations by SUBDIVIDER or CITY shall not be construed as a waiver of a further breach of the same or different kind at any other time.

IN WITNESS WHEREOF, the parties have executed this agreement this \_\_\_\_ day of \_\_\_\_\_, 2022.

SUBDIVIDER:

TBDS PROPERTIES, LLC

CITY OF LEXINGTON, NEBRASKA

\_\_\_\_\_  
Todd A. Booth, Managing Member

By: \_\_\_\_\_  
City Manager

STATE OF NEBRASKA     )  
  ) SS  
COUNTY OF DAWSON     )

The foregoing Subdivision Agreement was acknowledged before me on \_\_\_\_\_, 2022, by Todd A. Booth, Managing Member of TBDS PROPERTIES, LLC, a Nebraska Limited Liability Company, for and on behalf of TBDS PROPERTIES, LLC.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA     )  
  ) SS  
COUNTY OF DAWSON     )

The foregoing Subdivision Agreement was acknowledged before me on \_\_\_\_\_, 2022, by Joe Pepplitsch, City Manager of the CITY OF LEXINGTON, NEBRASKA, for and on behalf of the CITY OF LEXINGTON, NEBRASKA.

\_\_\_\_\_  
Notary Public