SUBDIVISION AGREEMENT AUTO HAUS ADDITION

This Agreement entered into this ____ day of October, 2007, by and between Kenneth L. Beans and Angelina Beans, 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 ADDITION TO THE CITY TO THE CITY OF LEXINGTON, DAWSON COUNTY, NEBRASKA and within the zoning jurisdiction of the City of Lexington, Dawson County, Nebraska, said Subdivision to provide for transfer of developed commercial property.

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 public utilities, drainage facilities or public streets, engineering shall be completed by the City Engineer.
- 3. DEVELOPMENT AGREEMENT: The parties agree that prior to construction of any improvements, that a separate "Development Agreement" will be adopted, providing for streets, sidewalks, water, storm drainage, sanitary sewer, and other public improvements. Such development agreement will address the deferred water con-

nection charges in Water Extension District 89-1, and such charges will continue to be deferred pending such agreement.

- 4. EASEMENTS: The parties agree that telephone, natural gas, cable TV, electric and other public utilities may locate facilities within any 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. This Agreement shall be binding upon the parties hereto, and their successors in interest and ownership of Subdivision, and shall run with the land.

IN WITNESS WHEREOF, the parties have executed this agreement this _____
day of October, 2007.

CITY OF LEXINGTON, NEBRASKA

Kenneth L. Beans

By:
City Manager

(Seal)

STATE OF NEBRASKA
)
) ss
COUNTY OF DAWSON
)

The foregoing Instrument was acknowledged before me on October _____, 2007 by Kenneth L. Beans and Angelina Beans, Subdivider.

Notary Public		