

SUBDIVISION AGREEMENT  
NORTHWEST THIRD ADDITION

This Agreement entered into this \_\_\_\_ day of December, 2009, by and between the Greater Lexington Corporation, a corporation of the State of Nebraska, and the City of Lexington, Nebraska, a municipal corporation of the State of Nebraska, 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 Northwest Third Addition to the City of Lexington, Dawson County, Nebraska, said Addition to provide for future residential and other 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 public utilities, drainage facilities or public streets, engineering shall be completed by SUBDIVIDER'S Engineer, at SUBDIVIDER'S cost. Any engineering work done by a private engineering firm shall be subject to the provisions of Section 24a-23.1 of the Lexington City Code.
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 Chapter 24a of the Lexington City Code has been approved by the City Planning Commission and City Council, and that final plans for grading and drainage have been approved by City Engineer.
4. **FINANCING OF PUBLIC IMPROVEMENTS:** The parties agree that streets, water lines, sanitary sewer lines, and storm drainage are intended to be partially developed and paid by creation of improvement districts, with the cost of such improvements assessed against the individual lots in the Subdivision. The parties anticipate that the

improvement districts and improvements will be completed in phases to provide orderly development. In order to provide an incentive for development of the Subdivision, CITY agrees that the amount of \$5,000.00 shall be the maximum assessment for improvements against each platted lot.

5. PUBLIC STREETS: SUBDIVIDER agrees that the designated streets within the subdivision, will be opened at SUBDIVIDER'S discretion, as gravel streets, with curb and gutter, all at SUBDIVIDER'S cost. SUBDIVIDER consents and agrees that CITY may create a paving district for further improvement of the streets adjoining any phase of the Subdivision that is at least partially developed with residential housing. In the event CITY shall create a paving district to enforce the provisions of this Paragraph 4, SUBDIVIDER and any successors in interest waive the right to object or protest the creation of such paving district.
6. SIDEWALKS: All sidewalks in the Subdivision shall be located along the curb line of abutting public streets. Within 30 days following construction of improvements upon any lot within the Subdivision or within twelve (12) months of sale of any lot within the Subdivision without construction of improvements, sidewalks shall be constructed along the frontage of said lot abutting public streets. In the event of sale of any lot which results in a gap in continuous sidewalks, SUBDIVIDER shall be responsible for construction of sidewalks along the frontage of undeveloped lots so as to cause a continuous sidewalk abutting public streets through the developed portion of the Subdivision. The CITY may designate a pedestrian/bike trail route along any public street within the subdivision. In such case, the CITY will be responsible for the construction and maintenance of such trail and the trail will serve as a sidewalk for abutting lots.
7. DRAINAGE: Prior to construction of paving within the subdivision, SUBDIVIDER shall construct such drainage facilities as shall be reasonably required, based on engineering studies.
8. 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, Alley or Street Right-of-way, 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.
9. IMPROVEMENTS: After completion of street, sanitary sewer and water improvements as provided above, CITY shall be responsible for further maintenance.

SUBDIVIDER agrees that once utilities have been installed, any relocation of utility main lines and/or point of service connections desired by SUBDIVIDER shall be at SUBDIVIDER'S expense.

- 10. TIME OF THE ESSENCE: The parties agree that time is of the essence in completion of the proposed Subdivision, and in the event that construction is not commenced within 48 months of the date of this agreement, the Resolution approving such Subdivision shall be suspended, and no construction shall thereafter commence without specific authority of City Council.
- 11. The parties further agree that neither SUBDIVIDER nor any purchaser shall be given a certificate of occupancy until the property is serviced by water, electricity, sanitary sewer and natural gas.
- 12. ADDITIONAL DEVELOPMENT: SUBDIVIDER owns additional property adjacent to the proposed subdivision which is intended to be developed in phases consistent with the proposed Subdivision. Future phases shall be consistent with established grade and alignment of streets, sanitary sewer and storm sewer.

IN WITNESS WHEREOF, the parties have executed this agreement this \_\_\_day of December, 2009.

SUBDIVIDER: CITY OF LEXINGTON, NEBRASKA

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

By: \_\_\_\_\_

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF DAWSON )

The foregoing Instrument was acknowledged before me on \_\_\_\_\_,  
2009, by Vance Bricker, President of The Greater Lexington Corporation.

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