

SUBDIVISION AGREEMENT
PRICE'S THIRD ADDITION

This Agreement entered into this ____ day of _____, 2009, by and between Don E. Price, 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 PRICE'S THIRD ADDITION to the City of Lexington, being a tract of land in the Southeast Quarter of Section 6, Township 9 North, Range 21 West of the 6th P.M., and adjacent to the City of Lexington, Dawson County, Nebraska, said Addition to provide for future residential 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. **PUBLIC STREETS:** SUBDIVIDER agrees that the designated streets within the subdivision shall be private streets to 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 Spruce Street, from Adams Street to the West City Limits. 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, and agree that at the time of paving Spruce Street, the private drives or streets within the Subdivision shall be paved at SUBDIVIDER'S cost.

5. VACATING OF STREETS: CITY agrees that Maple Street and Ontario Street, where they presently exist as platted streets located within the boundary of the Price's Mobile Home Park, shall be vacated, and except for the retained easement for Public Utilities located within the existing street right-of-way, shall become the property of SUBDIVIDER, and shall be private streets and drives within said mobile home park, with the same street names. Said streets shall be subject to the same requirement for paving as provided in Paragraph 4 above.
6. SIDEWALKS: All sidewalks in the Subdivision shall be located on the curb-side. Within 30 days after occupancy of any mobile home space within the Subdivision, sidewalks shall be constructed along the frontage of said space abutting public streets.
7. SANITARY SEWER AND WATER: SUBDIVIDER shall construct sanitary sewer and water service to all lots in the subdivision, at his own expense. The cost of any oversizing of water or sewer mains requested by CITY in order to provide service to adjoining subdivisions shall be paid by CITY.
8. DRAINAGE: All storm water within the subdivision shall initially be drained by way of surface drainage. Prior to construction of paving within the subdivision, SUBDIVIDER shall construct such additional drainage facilities as shall be reasonably required, based on engineering studies. The parties agree that the cost of such facilities may be apportioned between the parties according to benefits received.
9. 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. The parties further agree that such utilities will be located in a manner as to preserve and protect the existing trees and green space located within said utility easement.

The parties further agree that although the Subdivision abuts a "utility easement" located on the east boundary of Lockhart Subdivision, all utilities providing service to the Subdivision shall be located within the designated easement area of Price's Third Addition, and not within any portion of Lockharts Subdivision.

10. DRAINAGE EASEMENT: The parties agree that the area described on the Plat as “drainage easement” shall constitute a permanent easement for drainage which shall not be obstructed by fences, improvements, trash or vegetation.
11. 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.
12. GREEN SPACE: The parties agree that the west One Hundred Feet of the Subdivision shall be maintained as “green space” and not subject to construction of buildings or other improvements. The purpose of the “green space” shall be to provide required playground area for the mobile home park, provide a sight and sound barrier between the mobile home park and the adjoining residential areas, and for aesthetic value of trees and vegetation.
13. 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.
14. 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.
15. That Block 1 of Price’s Third Addition, are intended to be used as an extension of the existing Price’s Mobile Home Park, subject to rezoning of said Block 1. The parties further agree that no development of a mobile home park shall occur until a separate Special Use Permit has been approved. Such Special Use Permit, when adopted, shall be incorporated herein by reference and made a material part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement this ____day of _____, 2009.

SUBDIVIDER:

CITY OF LEXINGTON, NEBRASKA

Don E. Price

By: _____
City Manager

