

SUBDIVISION AGREEMENT  
GARCIA SUBDIVISION

This Agreement entered into this \_\_\_\_ day of September, 2010, by and between JOSE L. GARCIA and RITA GARCIA, 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 GARCIA SUBDIVISION, PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 10 NORTH, RANGE 21 WEST OF THE 6TH P.M., IN DAWSON COUNTY, NEBRASKA and within the zoning jurisdiction of the City of Lexington, Dawson County, Nebraska, said Subdivision 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 at SUBDIVIDER'S cost, by either the City Engineer or SUBDIVIDER'S Engineer. 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. The parties agree that the Subdivision is a replat of lots within Pioneer Subdivision, and shall be subject to all of the provisions of the Subdivision Agreement approved for said Pioneer Subdivision.

5. NUISANCE ENFORCEMENT: The Subdivision shall be subject to the provisions of Chapter 18 of the Lexington City Code relating to nuisances and enforcement of the International Property Maintenance Code; maintenance of a nuisance within the Subdivision shall be treated as a violation of the terms of this Subdivision Agreement, and shall be subject to enforcement under the provisions of Chapter 18 of the Lexington City Code.

IN WITNESS WHEREOF, the parties have executed this agreement this \_\_\_\_ day of September, 2010.

SUBDIVIDER:

CITY OF LEXINGTON, NEBRASKA

\_\_\_\_\_  
Jose L. Garcia

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

\_\_\_\_\_  
Rita Garcia

STATE OF NEBRASKA    )  
                                  ) ss  
COUNTY OF DAWSON    )

The foregoing Instrument was acknowledged before me on August \_\_\_\_, 2010 by Jose L. Garcia and Rita Garcia.

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