

SUBDIVISION AGREEMENT
BEANS SECOND SUBDIVISION

This Agreement entered into on _____, 2017, by and between Ron Stahla, Personal Representative of the Estate of Kenneth L. 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 BEANS SECOND SUBDIVISION, a subdivision being part of the Southwest Quarter of Section 8, Township 9 North, Range 21 West of the Sixth Principal Meridian, Dawson County, Nebraska, a rural subdivision, 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, and the grades established and materials used shall be consistent with the grades established and materials used for City facilities.
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. **SEWER AND WATER:** Sanitary sewer systems and water system will be constructed in compliance with all state and federal regulations. At such time as a City sanitary sewer or water main shall abut or be within fifty (50) feet of the property, SUBDIVIDER shall cause the property to be connected to the system of the City of Lexington at SUBDIVIDER's cost. SUBDIVIDER waives the right to object to creation of a water or sanitary sewer district.
5. **PUBLIC STREETS:** All dedicated roads or access roads to lots within the Subdivision are either County Roads or private drives. CITY shall have no responsibility for maintenance or repair of said roadways. No sidewalk construction shall be required.

6. DRAINAGE: All storm water within the subdivision shall be drained by way of surface drainage, subject to further agreement or permit.
7. 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.
8. NUISANCE ENFORCEMENT: The Subdivision shall be subject to the provisions 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 applicable provisions of the Lexington City Code.
9. CERTIFICATE OF OCCUPANCY: 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, and sanitary sewer.
10. 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.
11. 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 _____, 2017.

SUBDIVIDER:

CITY OF LEXINGTON, NEBRASKA

 Ron Stahla, Personal Representative
 of the Estate of Kenneth L. Beans

By: _____
 City Manager

STATE OF NEBRASKA)
) SS
 COUNTY OF DAWSON)

The foregoing Subdivision Agreement was acknowledged before me on _____,

2017, by Ron Stahla, Personal Representative of the Estate of Kenneth L. Beans.

Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF DAWSON)

The foregoing Subdivision Agreement was acknowledged before me on _____,
2017, by Joe Peplitsch, City Manager of the CITY OF LEXINGTON, NEBRASKA, for and on behalf
of the CITY OF LEXINGTON, NEBRASKA.

Notary Public