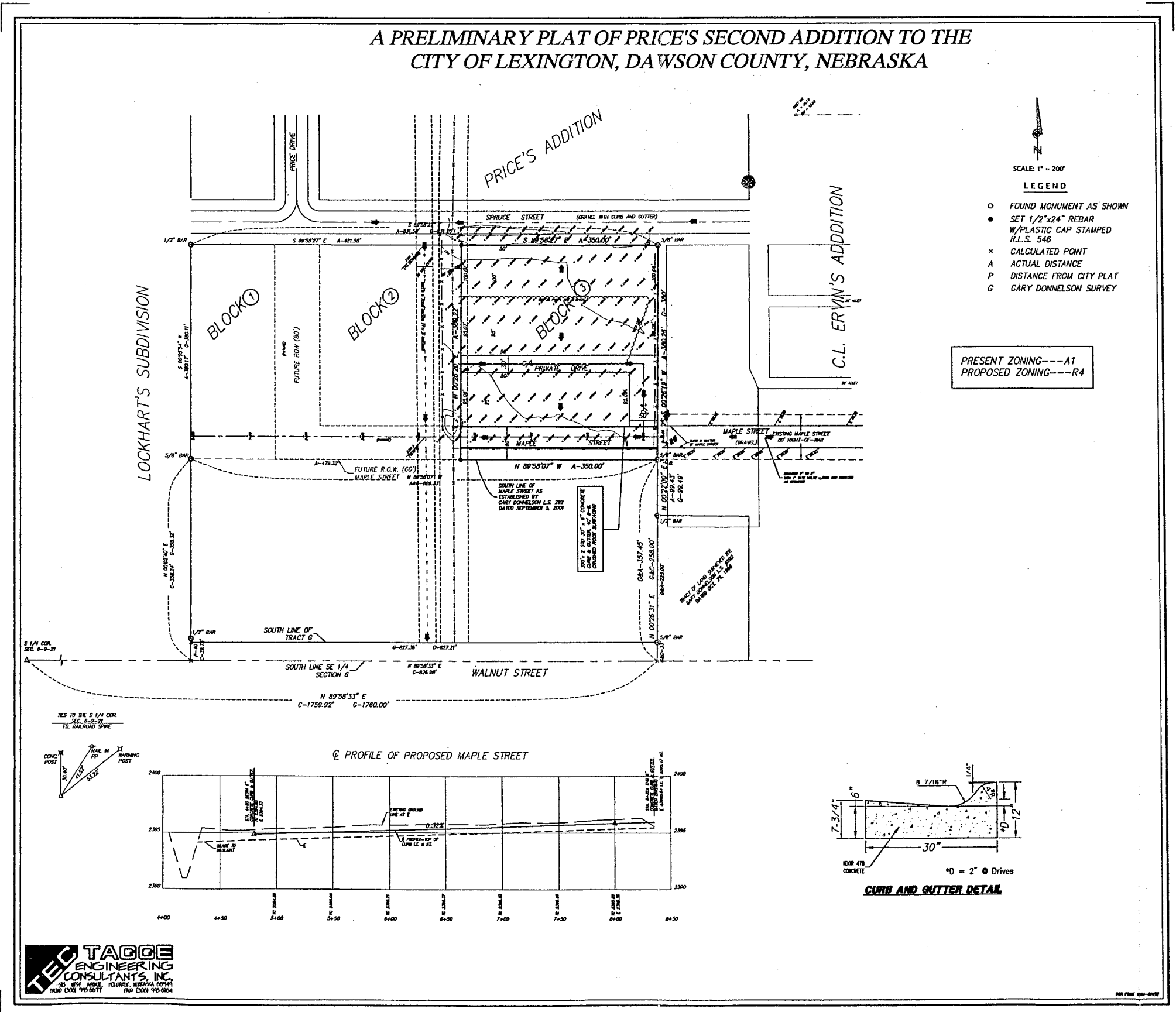


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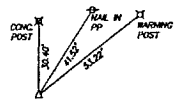
A PRELIMINARY PLAT OF PRICE'S SECOND ADDITION TO THE CITY OF LEXINGTON, DAWSON COUNTY, NEBRASKA



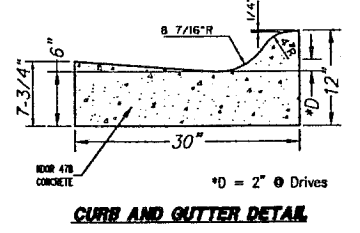
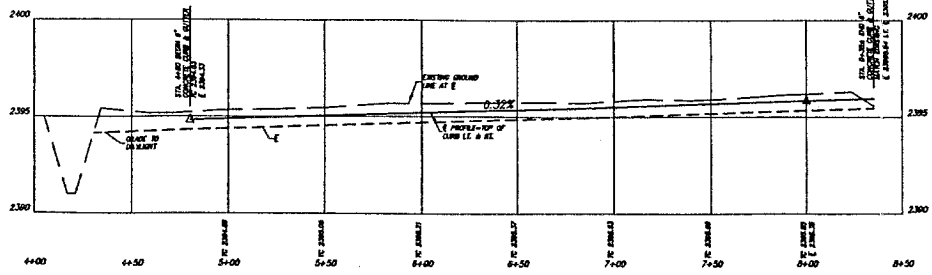
- SCALE: 1" = 200'
- LEGEND**
- FOUND MONUMENT AS SHOWN
 - SET 1/2"x24" REBAR W/PLASTIC CAP STAMPED R.L.S. 546
 - × CALCULATED POINT
 - A ACTUAL DISTANCE
 - P DISTANCE FROM CITY PLAT
 - G GARY DONNELSON SURVEY

PRESENT ZONING---A1
 PROPOSED ZONING---R4

TIES TO THE S 1/4 COR. SEC. 8, T. 2N, R. 12E. PARALLEL SPRUCE



PROFILE OF PROPOSED MAPLE STREET



TEG TAGGE
 ENGINEERING
 CONSULTANTS, INC.
 1100 OXON 1100 6577 FAX 330 950-0604

SEE PAGE 1001-1002

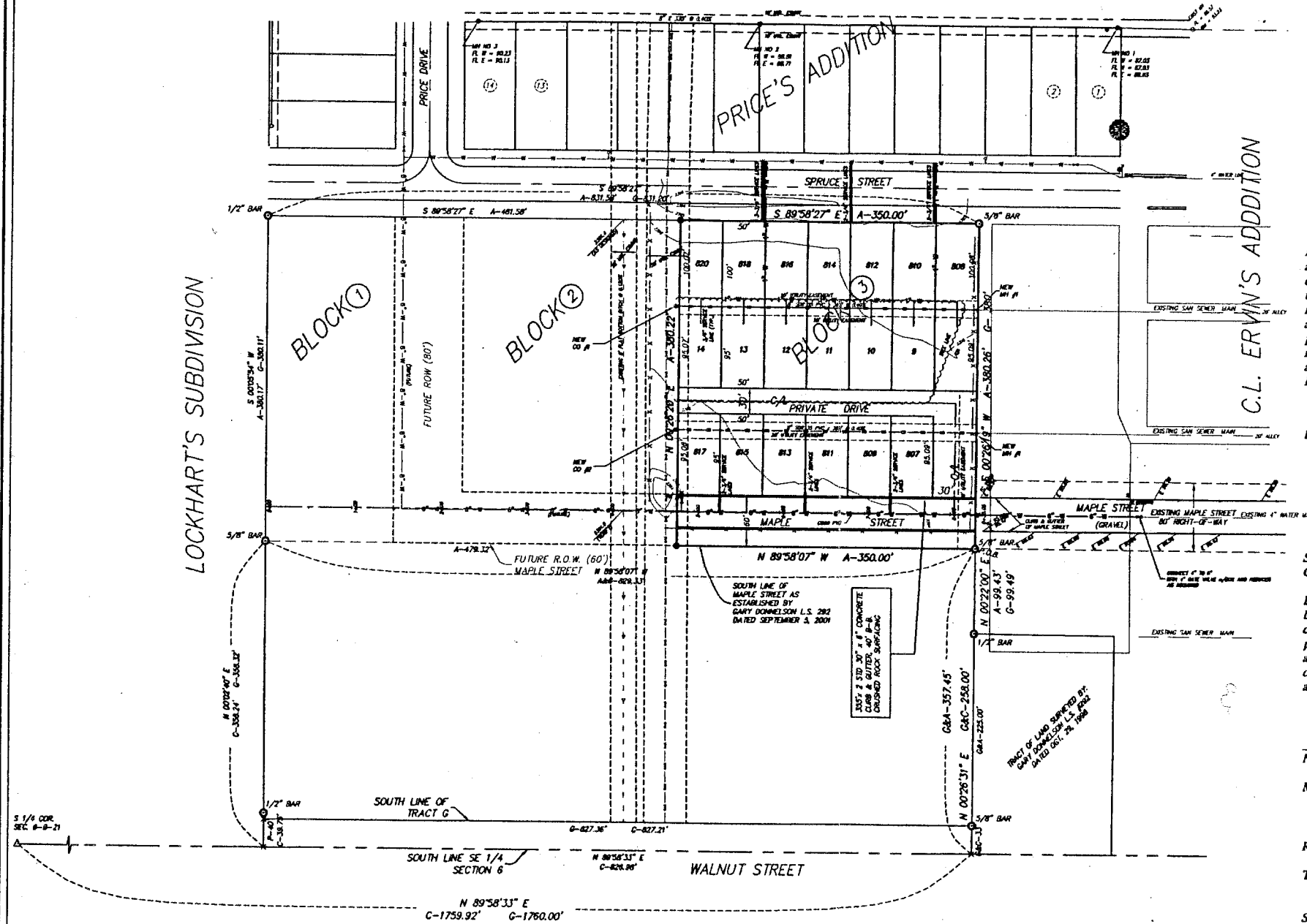
A PRELIMINARY PLAT OF PRICE'S SECOND ADDITION TO THE CITY OF LEXINGTON, DAWSON COUNTY, NEBRASKA



SCALE: 1" = 200'

LEGEND

- FOUND MONUMENT AS SHOWN
- SET 1/2"x24" REBAR W/PLASTIC CAP STAMPED R.L.S. 546
- × CALCULATED POINT
- A ACTUAL DISTANCE
- P DISTANCE FROM CITY PLAT
- G GARY DONNELSON SURVEY



DEDICATION

I, Don E. Price, being the owner of the land shown in the accompanying plat, and having caused an accurate plat of the described area to be made, describing the lots, streets and utility easements of such addition and designating the lots by number and the streets by name, do hereby dedicate the streets and utility easement therein to the use and benefit of the public and do state and make known that said addition is made in accordance with our desires, and we request that said addition be annexed to and become part of the City of Lexington, Nebraska.

by: _____
Don E. Price

State of Nebraska)
County of Dawson)

Be it remembered that on this ____ day of _____, 2007, before me, a notary public, in and for said county and state came Don E. Price to me personally known to be the same person who executed the foregoing certificate and duly acknowledge the execution thereof as his voluntary act and deed in testimony whereof I have hereunto set my hand and affixed my notary seal the date and year above written.

Notary Public

My commission expires: _____

REFERENCE PLATS:

- THE EAST 165' OF TRACT G
GARY DONNELSON L.S. #292, DATED AUG. 3, 1998
- SOUTH 258' OF EAST 165' OF TRACT G
GARY DONNELSON L.S. #292, DATED OCT. 29, 1998
- SOUTH RIGHT-OF-WAY LINE OF MAPLE STREET
GARY DONNELSON L.S. #292, DATED SEPT. 5, 2001

CITY COUNCIL APPROVAL

RESOLUTION No. _____
Be it resolved by the President of the Council and the Council of the City of Lexington, Dawson County, Nebraska, as follows:

The plat of PRICE'S SECOND ADDITION to the City of Lexington, Dawson County, Nebraska duly made out, acknowledged and certified be and the same hereby is approved, accepted and ordered filed and recorded in the office of the Register of Deeds of Dawson County, Nebraska.

Passed and Approved this ____ day of _____, 2007.

Attest

City Clerk

President of the Council

PLANNING COMMISSION APPROVAL

This is to certify that the above plat was presented to the Planning Commission of the City of Lexington, Nebraska, at a regular meeting on the ____ day of _____, 2007, and was approved and accepted by the Planning Commission on said date.

Dated _____

President of the Planning Commission

State of Nebraska)
County of Dawson)

This plat was approved and accepted for filing and recording on the ____ day of _____, 2007 at ____ O'clock ____ m. and appears in Plat Cabinet No. _____, at index No. _____ in the records of the Register of Deeds of Dawson County, Nebraska.

LEGAL DESCRIPTION-PRICE'S SECOND ADDITION

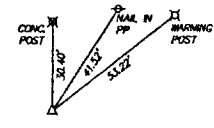
A tract of land located in the SE1/4 of Section 6, T.9N., R.21W. of the 6th P.M., Dawson County, Nebraska, being more particularly described as follows:

Considering the south line of the SE1/4 of said Section 6 as bearing N89°58'33"E and with all bearings contained herein relative thereto:

Commencing at the S. 1/4 corner of said Section 6; thence N89°58'33"E on the south line of said SE1/4, 1759.92 feet to the SW corner of a tract of land as surveyed by Gary Donnelson, L.S. #292, dated October 29, 1998; thence N00°26'31"E leaving the south line of said SE1/4 and being on the west line of said survey, 258.00 feet to the NW corner of said survey; thence N00°22'00"E 99.43 feet to a point on the south right-of-way line of Maple Street as established by Gary Donnelson, L.S. #292, dated September 5, 2001, said point also being the Point of Beginning; thence N89°58'07"W on the south line of said Maple Street as established by Donnelson survey dated September 5, 2001, 350.00 feet; thence N00°26'20"E leaving the south line of said Maple Street, 380.22 feet to a point on the south right-of-way line of Spruce Street; thence S89°58'27"E on the south right-of-way line of said Spruce Street, 350.00 feet; thence S00°26'19"W leaving the south right-of-way line of said Spruce Street, 380.26 feet to the Point of Beginning.

The above described tract contains 3.06 acres, more or less, and is subject to all easements and rights-of-way now on record or indicated on the attached plat.

TIES TO THE S. 1/4 COR. SEC. 6-21
FEL. RAILROAD SPIKE



TED TAGGE
ENGINEERING
CONSULTANTS, INC.
315 WEST WYOMING, LEXINGTON, NEBRASKA 68044
PHONE (402) 992-6677 FAX (402) 992-0424



SURVEYOR'S CERTIFICATE

I do hereby certify that, under my personal supervision, this plat and legal description were prepared from an actual survey completed this 19th day of December, 2006, and is correct to the best of my knowledge.

Brian L. Langenberg, Registered Land Surveyor
Nebraska Reg. No. 546

SUBDIVISION AGREEMENT
PRICE'S ADDITION

This Agreement entered into this ____ day of _____, 2007, 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 SECOND 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, 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.

5. **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.
6. **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.
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, 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.
8. **FLAT-BOTTOMED DITCH:** The parties agree that the area described on the Plat as "flat-bottom ditch" shall constitute a permanent easement for drainage which shall not be obstructed by fences, improvements, trash or vegetation. At such time as SUBDIVIDER, shall choose to replace the flat-bottom ditch with underground storm sewer, the permanent easement shall be reduced to an area ten feet (10') on either side of the actual location of the storm sewer pipe.
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. That Block 3, Price's Second Addition, is intended to be used as an extension of the existing Mobile Home Park, subject to rezoning of said Block 3 as R-4 Mobile Home Dwelling District; that Blocks 1 and 2, shall continue the existing A-1 zoning.
13. The parties further agree that development of an extension of said mobile home court onto Block 3 of the Addition shall be subject to the terms of a separate Special Use Permit, the terms and conditions of which are incorporated herein by reference and made a material part of this Agreement.

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

SUBDIVIDER:

CITY OF LEXINGTON, NEBRASKA

Don E. Price

By: _____
City Manager