

SUBDIVISION AGREEMENT
Westminster Woods Third

This Agreement entered into on _____, 2017, by and between Westminster Woods LLC, 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 Westminster Woods Third, a subdivision being part of the Southeast Quarter of Section 21, 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.

The foregoing Subdivision Agreement was acknowledged before me on _____,
2017, by Ron Hiatt, Westminster Woods LLC.

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