

## SUBDIVISION/DEVELOPMENT AGREEMENT

This Subdivision Development Agreement made this 18<sup>th</sup> day of June, 1996, by and between Wolf Sand & Gravel Company, a Nebraska Corporation (hereinafter referred to as either "Subdivider/Developer"), and the County of Saunders (hereinafter referred to as "County").

WHEREAS, the Subdivider is the owner of the land legally described as follows:

SE1/4 of Section Sixteen (16) lying South of the Platte River; N1/2 of S1/2 of the NE1/4 and NW1/4 of the NE1/4 and Government Lot one (1) of Section Twenty-One (21); NW1/4 of the SW1/4 and Government Lots Three (3) and Four (4) of Section Twenty-Two (22), all in Township Seventeen (17) North, Range Six (6) East of the Sixth (6th) P.M., Saunders County, Nebraska (hereinafter referred to as "Property"): and

DON CLARK  
REGISTER OF DEEDS  
SAUNDERS CO. NEBR.  
97 APR 22 AM 11:30  
BOOK 31 PAGE 373  
OF MISC INST# 203  
(M.N.) 2

WHEREAS, the Subdivider and County desire to agree to change the Zoning of property from Agricultural to Transitional Agricultural, all contingent upon approval of the Final Plat; and

WHEREAS, the County has made the Subdivider aware that all or most of the above legally described property is located in a floodway or floodway fringe area and is designated a Flood District by the County and will require the elevation of all structures according to Federal, State and County regulations; and,

WHEREAS, the Subdivider proposes to build improvements on the property: and,

WHEREAS, the Subdivider proposes to treat waste water with septic systems; and,

WHEREAS, the Subdivider and County desire to agree on the method for the installation and allocation of expenses for public improvements to be constructed in the property.

NOW, THEREFORE, in consideration of the above the following is agreed between the parties hereto:

1. IMPROVEMENTS - The improvements cited herein or depicted on the plat are understood to be the minimum acceptable to County.

1.1 WATER - Each lot will have at least one well which (exclusively for such lot) provides potable water for human consumption and use. Each well will be designed and installed using State Regulations.

1.2 DISPOSAL - Each lot shall be equipped with a sanitary "septic" system. Such system will be designed using State Regulations.

1.3 ELECTRIC POWER - The Subdivider agrees to enter into an Agreement with the Omaha Public Power District for power lines to be installed on the property. Copies of all Agreements with Omaha Public Power District will be provided to the County within four (4) months from the date of this Agreement.

1.4 STREETS - All development, maintenance or repair of the streets in the Subdivision shall be performed at the sole cost and expense of Subdivider; however, Subdivider may assess common area maintenance charges against the Lessees within the Subdivision for reimbursement of maintenance of repair of the streets. Streets shall be of asphalt and/or aggregate construction.

1.4.1 Approval of this Agreement does not constitute creation of a County acceptance of roads or streets for maintenance by the County.

1.5 In the event one or more lots are sold to third parties, Subdivider agrees to move the presently existing streets adjacent to the lots sold to the area identified on the Final Plat.

1.6 SIDEWALKS - Saunders County has agreed to waive this requirement governed by the existing County Subdivision regulations.

1.7 PERMIT(S)/APPROVALS - Developer shall be responsible for securing all local and state permits necessary for construction, and to construct all systems in accordance with existing environmental, health, safety and welfare rules, regulations and standards as may be in place at the time of construction.

1.7.1 Prior to the construction a plot plan shall be prepared and submitted to the Saunders County Building Inspector for approval. This plot plan shall show the perimeter of the lot being developed, along with the building, sewer system, and water well envelopes, as defined by Subdivider's Final Plat. This plot plan shall also show the proposed locations of the proposed building, sewer system, and water well. Further, prior to construction all of the necessary permits allowing for the construction of buildings, sewer systems, and water wells shall be secured from Saunders County, and the State of Nebraska. Copies of these permits shall be submitted to the Saunders County Zoning Office.

2. PAYMENT FOR IMPROVEMENTS - The County will bear no cost for the installation of the improvements. The entire cost of the improvements, including, but not limited to construction costs, engineering fees, attorney's fees, testing expenses, inspection

costs, financing and miscellaneous costs shall be at the sole expense of the Developer.

3. EROSION CONTROL - The Developer shall be required to seed the area covered by the subdivision to control erosion of areas disturbed by grading operations, construct temporary terraces on slopes, temporary silting basins, swells and spillways and whatever measures necessary to prevent erosion, damage and sedimentation to adjacent properties and public right-of-ways. These practices shall be done at the sole expense of the Developer.

4. BINDING EFFECT - This Development Agreement shall be binding upon the parties, their respective successors and assigns.

4.1 Where the owner(s) signatory(s) of the real property, the subject of this agreement is not also the Developer, execution of this agreement constitutes acceptance of all rights, duties, and responsibilities contained herein and authorization to Developer to act as development agent for such owner signatory.

Approved as to Form:

WOLF SAND & GRAVEL CO  
by Robert E. Wolf President  
Subdivider/Developer

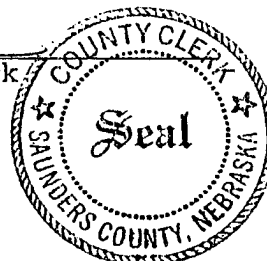
Marvin Miller  
Saunders County Attorney

County of Saunders:

Attest:

Steve M. Kasey  
Chairperson, Saunders County Supervisors

Paul Hodge  
Saunders County Clerk



ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SAUNDERS )

On this 16<sup>th</sup> day of APRIL, 1997, before me, a notary public, duly commissioned and qualified in and for said County and State, personally came ROBERT E. WOLF, President of Wolf Sand & Gravel Company, personally known to me to be the identical person who executed the foregoing agreement and he/she acknowledged that he executed said agreement as his voluntary act.

James L. Falver  
Notary Public



PHILIP M. AITKEN  
 J. TAYLOR GREER  
 RICHARD L. SPANGLER, JR.  
 ALLEN L. OVERCASH  
 PAUL M. SCHUDEL  
 EDWARD H. TRICKER  
 GARY B. SCHNEIDER  
 WM. LEE MERRITT  
 JOSEPH H. BADAMI  
 KERRY L. KESTER  
 VICTOR E. COVALT III  
 TYLER J. SUTTON  
 ROBERT B. EVNEN  
 JOEL D. HEUSINGER  
 NANA G. H. SMITH  
 DAVID A. HECKER  
 JENNIFER J. STRAND  
 CRAIG C. DIRRIM

**WOODS & AITKEN**

L A W • F I R M

THOMAS C. WOODS (1895-1958)  
 WILLIAM I. AITKEN (1896-1978)

OF COUNSEL  
 BERT L. OVERCASH  
 RICHARD W. SMITH  
 JOHN H. ZIEGENBEIN

April 21, 1997

SUITE 1500  
 206 SOUTH 13TH STREET  
 LINCOLN, NEBRASKA 68508  
 TELECOPIER (402) 474-5777

TELEPHONE (402) 474-0321

Mr. Jerry Divis  
 Zoning Administrator  
 Saunders County, Nebraska  
 433 North Chestnut  
 Wahoo, NE 68066

RE: Wolf Lakes Estates

Dear Mr. Divis:

I am attorney for Wolf Sand and Gravel Company in connection with the platting of the above subdivision on the following described property:

PERIMETER DESCRIPTION:

(DEED RECORD 58, PAGE 420)  
 THE NORTH HALF OF THE NORTHEAST QUARTER (N1/2 NE1/4) AND THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER (N1/2 S/12 NE1/4) OF SECTION 21 AND THE SOUTHEAST QUARTER (SE1/4) OF SECTION 16 LYING SOUTH OF THE PLATTE RIVER, ALL IN TOWNSHIP SEVENTEEN (17) NORTH, RANGE SIX (6) EAST OF THE 6TH P.M.

(DEED RECORD 91, PAGE 503)  
 THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4 SW1/4), AND GOVERNMENT LOTS THREE (3) AND FOUR (4) ALL IN SECTION TWENTY-TWO (22), TOWNSHIP SEVENTEEN (17) NORTH, RANGE SIX (6), EAST OF THE 6TH P.M., TOGETHER WITH ALL ACCRETIONS TO SAID GOVERNMENT LOTS 3 AND 4 ABOVE DESCRIBED, IN ACCORDANCE WITH THE "DEFINITION OF BOUNDARY", AS STIPULATED BETWEEN THE PARTIES, WHICH IS RECORDED IN BOOK "P" ON PAGE 592 OF MISCELLANEOUS RECORDS IN THE REGISTER OF DEEDS OFFICE IN SAUNDERS COUNTY, NEBRASKA.

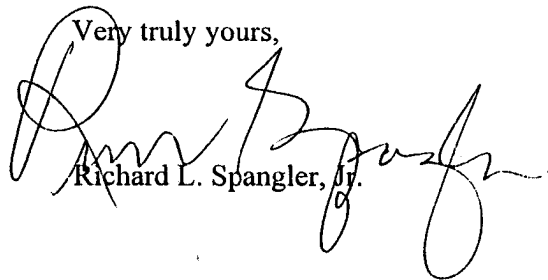
AND ALL THAT PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE SIXTH P.M., SAUNDERS COUNTY, NEBRASKA, THAT IS OCCUPIED BY "WOLF'S WAY", AS DEDICATED AND SHOWN ON THIS PLAT.

Mr. Jerry Divis  
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April 21, 1997

I have reviewed the Deeds of record to the above described real estate and have examined other documents which I deem relevant and based upon my examination, I hereby certify that all of the above property which forms the plat of Wolf Lakes Estates is located entirely within Saunders County, Nebraska.

If there is anything further in this regard that is required do not hesitate to contact me.

Very truly yours,



Richard L. Spangler, Jr.

RLS/jms  
c: Robert Wolf  
Jan O'Neill