

4 DON CLARK  
REGISTER OF DEEDS  
SAUNDERS CO. NEBR.

2004 FEB 26 AM 8 10

BOOK 308 PAGE 21  
OF 26 INST# 397

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**SUBDIVISION DEVELOPMENT AGREEMENT  
"AUTUMN MEADOWS"  
SAUNDERS COUNTY, NEBRASKA**

This Subdivision Agreement is made and entered into on this 17<sup>th</sup> day of February, 2004, by and between the J.S. Engineering and Construction, Inc., hereinafter called DEVELOPER, and the County of Saunders, a political subdivision of the State of Nebraska, hereinafter called COUNTY.

WHEREAS, DEVELOPER is the owner of the land legally described as follows,  
to wit:

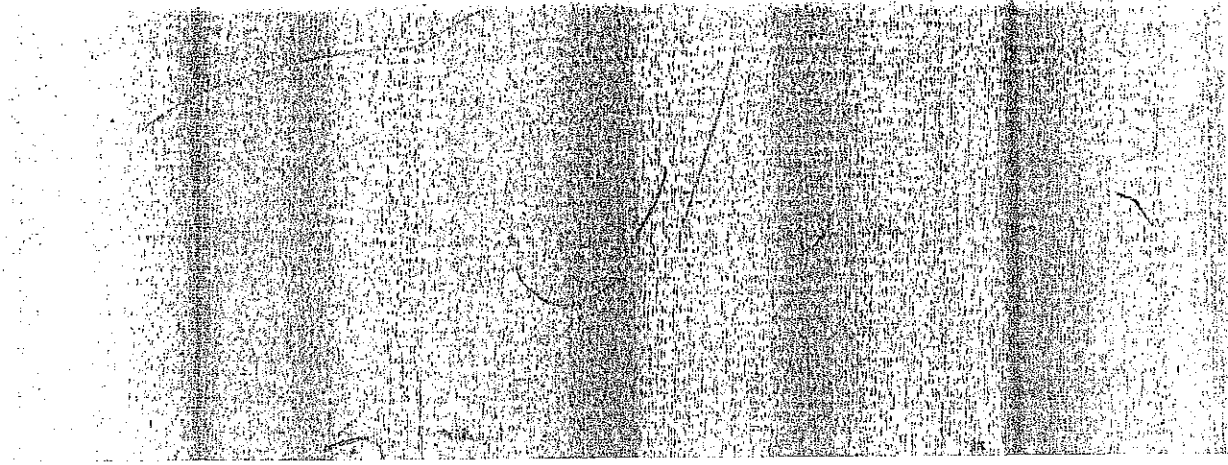
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PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH P.M., SAUNDERS COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 32, AND ASSUMING THE EAST LINE OF SAID NORTHEAST QUARTER TO BEAR S00°00'00"E; THENCE S89°51'57"W ON THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 475.00 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND PREVIOUSLY DESCRIBED AND RECORDED IN DEED BOOK 153, PAGE 96, THIS BEING THE TRUE POINT OF BEGINNING; THENCE S00°00'00"E ON THE EAST LINE OF SAID PARCEL, A DISTANCE OF 681.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE S89°51'57"W ON THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 853.55 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE N00°04'41"W ON THE WEST LINE OF SAID NORTHEAST QUARTER NORTHEAST QUARTER, A DISTANCE OF 681.00 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER NORTHEAST QUARTER; THENCE N89°51'57"E ON THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 854.48 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 13.35 ACRES, MORE OR LESS.

WHEREAS, DEVELOPER desires to subdivide and develop the above described real estate, hereinafter called PROPERTY, and,

WHEREAS, PROPERTY is located within the zoning jurisdiction of COUNTY, and,

WHEREAS, the Final Plat of PROPERTY is hereby submitted by DEVELOPER for acceptance and approval by COUNTY, and,

WHEREAS, the Final Plat of PROPERTY indicates that PROPERTY is to be known as AUTUMN MEADOWS, and,



WHEREAS, the Final Plat is an accurate map and plat of AUTUMN MEADOWS designating explicitly thereon the land division and particularly describing the lots belonging to said subdivision, and,

WHEREAS, THE DEVELOPER proposes to cause the Final Plat of AUTUMN MEADOWS, when finally approved by COUNTY'S Planning Commission and Board of Supervisors, to be acknowledged by DEVELOPER, certified as to accuracy of survey by a Registered Land Surveyor, and to contain the dedication of the easements to the use and benefit of utilities and of the streets to the use of the public forever,

NOW, THEREFORE, in consideration of the acceptance of the Final Plat of AUTUMN MEADOWS, the DEVELOPER AND COUNTY consent and agree as follows:

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1. That the findings made above should be and are hereby made part of the Agreement as fully as if set out at length herein.
  2. Each lot on the Final Plat of AUTUMN MEADOWS shall have at least one well, which provides potable water for human consumption and use exclusively for said lot.
  3. Each lot on the Final Plat shall be equipped with a sanitary "septic" system for use exclusively for said lot.
  4. Each well and sanitary "septic" system shall be constructed pursuant to rules and regulations of the State of Nebraska, Department of Health and Human Services and the Department of Environmental Quality, as said rules and regulations exist at the time of construction of said well and/or sanitary "septic" system on each lot.
  5. All of the development, maintenance, or repair of the dedicated streets and common areas in AUTUMN MEADOWS shall be at the sole cost and expense of DEVELOPER, provided, however, DEVELOPER may assess said cost for said streets and common area maintenance against the lots within AUTUMN MEADOWS pursuant to the Declaration of Covenants, Conditions and Restrictions of AUTUMN MEADOWS; COUNTY shall bear no cost for the installation of any improvements, including, but not limited to, construction cost, engineering fees, attorney's fees, testing expenses, inspection costs, financing and miscellaneous costs. All such costs shall be at the sole expense of the DEVELOPER.
  6. COUNTY waives the requirement of the existing COUNTY Subdivision Regulations for the installation of sidewalks.
  7. Prior to construction of any structure upon a lot within AUTUMN MEADOWS, a plot plan shall be prepared and submitted to the Saunders

County Building Inspector for approval. This plot plan shall show the proposed locations of the 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 COUNTY and the State of Nebraska. Copies of state permits shall be submitted to the Saunders County Zoning Office.

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8. There shall be no direct ingress and/or egress access from any lot within AUTUMN MEADOWS on to Saunders County Road "Y". All lots shall use "Autumn Meadows Circle" as their access to Saunders County Road "Y".
  9. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Where the term DEVELOPER is used in this agreement, the subsequent owner of any lot in AUTUMN MEADOWS shall be responsible to perform any of the conditions of this Agreement if the DEVELOPER has not performed such conditions.

SAUNDERS COUNTY, NEBRASKA;

By: Kenneth R. Kruel  
Chairman, Saunders County Board of Supervisors

DEVELOPER;

By: Jeffery M. Schonebeck  
Jeffery M. Schonebeck, President  
J.S. Engineering and Construction, Inc.