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Carol Givens
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 Register of Deeds
 DODGE COUNTY, NE

201503343

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 July 16, 2015 3:56:00 PM
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**SUBDIVISION AGREEMENT
 "PIONEER LAKE, LOTS 47 THROUGH 58, INCLUSIVE"
 DODGE COUNTY, NEBRASKA**

THIS AGREEMENT is made and entered into on this 6th day of July, 2015, by and between the CITY OF NORTH BEND, Dodge County, Nebraska, a Municipal corporation and a city of the second class of the State of Nebraska, hereinafter referred to as "CITY", and PIONEER LAKE, L.L.C., hereinafter referred to as "DEVELOPERS".

WHEREAS, DEVELOPERS are the owners of the land included within the proposed final plat which is attached hereto, marked Exhibit "A", and incorporated herein by reference, which parcel of land, hereinafter referred to as "PIONEER LAKE, LOTS 47 THROUGH 58, INCLUSIVE" is within the CITY'S zoning and subdivision jurisdiction, but not within the corporate limits of the CITY, and,

WHEREAS, DEVELOPERS have submitted a subdivision application to CITY for PIONEER LAKE, LOTS 47 THROUGH 58, INCLUSIVE,

NOW, THEREFORE, IT IS AGREED BETWEEN CITY AND DEVELOPERS AS FOLLOWS:

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. That each lot on the Final Plat of PIONEER LAKE, LOTS 47 THROUGH 58, INCLUSIVE shall be connected to a 6-inch water main which provides potable water for human consumption. CITY shall bear no cost for the installation of said 6-inch water main. DEVELOPERS shall submit construction plans for said 6-inch water main to the Nebraska Department of Health and Human Services and CITY, for review and approval prior to construction of said 6-inch water main. The existing 6-inch water main is owned and operated by the City of North Bend.

At such time that the City of North Bend water system can provide adequate flowing water pressure to supply adequate flow to a fire hydrant, without lowering the residual water pressure to an unacceptable value, the owners of Lots 47 through 58 shall pay (or reimburse the City of North Bend) to have three (3) fire hydrant assemblies installed (each complete with a 6" x 6" x 6" Tee, 6" Gate Valve and Box, 6" Fire Hydrant, and all piping and accessories necessary to install said fire hydrant). The cost for installing said fire hydrants will be assessed, or in some other method charged to the owners of Lots 47 through 58. This work shall be completed within 60 days after being notified by the City of North Bend, or should the City of North Bend pay to have the fire hydrants installed, payment shall occur to the City of North Bend within 30 days after receipt of invoice.

3. That each lot on the final plat of PIONEER LAKE, LOTS 47 THROUGH 58, INCLUSIVE shall be equipped with a sanitary septic system to be used exclusively by said lot. All sanitary septic systems shall be installed at the locations indicated on the Nebraska Department of Environmental Quality Onsite Wastewater Plan for PIONEER LAKE, LOTS 47

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THROUGH 58, INCLUSIVE, as approved and dated February 27, 2013. Said onsite wastewater plan is attached hereto, marked Exhibit "B", and incorporated herein by reference. Each individual lot owner shall be responsible for all costs associated with the installation of their sanitary septic system.

4. That each sanitary septic system shall be constructed pursuant to the rules and regulations of the State of Nebraska Department of Environmental Quality, as said rules and regulations exist at the time of construction of said sanitary septic system on each lot.
5. That all of the development, construction, maintenance or repair of the dedicated streets and outlots within PIONEER LAKE, LOTS 47 THROUGH 58, INCLUSIVE shall be at the sole cost and expense of the DEVELOPERS, provided however, DEVELOPERS may assess said costs for said streets and outlots against the lots within PIONEER LAKE, LOTS 47 THROUGH 58, INCLUSIVE pursuant to the declaration of covenants, conditions and restrictions of PIONEER LAKE, LOTS 47 THROUGH 58, INCLUSIVE; CITY shall bear no cost for the installation of any improvements, including, but not limited to, construction costs, engineering fees, attorney fees, testing expenses, inspection costs, financing and miscellaneous costs. All such costs shall be at the sole expense of the DEVELOPERS. Improvements of dedicated streets shall be reviewed by the CITY prior to construction. Review shall insure compliance with the North Bend Subdivision Regulations.
6. That approval of this Agreement does not constitute acceptance by CITY of said streets for maintenance by CITY.
7. That prior to construction of any structure upon a lot within PIONEER LAKE, LOTS 47 THROUGH 58, INCLUSIVE, a plot plan shall be prepared and submitted to the CITY for approval. This plot plan shall show the proposed locations of the building(s), sanitary septic system and water service line. Further, prior to construction, all of the necessary permits allowing for the construction of buildings and septic systems shall be secured from the CITY.
8. That 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 DEVELOPERS is used in this agreement, the subsequent owner of any lot within PIONEER LAKE, LOTS 47 THROUGH 58, INCLUSIVE shall be responsible to perform any of the conditions of this Agreement if the DEVELOPERS have not performed such conditions.
9. That CITY may cause this Subdivision Agreement, or a Notice thereof, to be recorded with the Dodge County Register of Deeds, at the DEVELOPERS'S cost.
10. That this Subdivision Agreement shall be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall, together, constitute and be one in the same instrument.

IN WITNESS WHEREOF, we the executing parties, by their respective duly authorized agents, hereby enter into this Subdivision Agreement effective on the day and year first above written.

CITY OF NORTH BEND, NEBRASKA;

By: Jeff Kluthe
Jeff Kluthe, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

Jeff Kluthe, Mayor of the City of North Bend, Nebraska, acknowledged the foregoing Subdivision Agreement before me on this 6th day of July, 2015.



Theresa Busse
Notary Public

DEVELOPERS;

By: Leo A. Knowles
Leo A. Knowles, Member, Pioneer Lake, L.L.C.

STATE OF NEBRASKA)
COUNTY OF Dodge) ss.

Leo A. Knowles, known to me to be the identical person whose name is affixed to said Subdivision Agreement, acknowledged the foregoing Subdivision Agreement before me on this 4 day of June, 2015, and he acknowledged the execution thereof to be his voluntary act and deed.

Sarah Brown
Notary Public



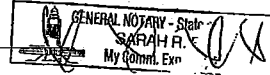
By: Timothy C. Chapman
Timothy C. Chapman, Member, Pioneer Lake, L.L.C.

STATE OF NEBRASKA)
COUNTY OF Dodge) ss.

Timothy C. Chapman, known to me to be the identical person whose name is affixed to said Subdivision Agreement, acknowledged the foregoing Subdivision Agreement before me on this 4 day of June, 2015, and he acknowledged the execution thereof to be his voluntary act and deed.



Sarah Brown
Notary Public



By: Kay L. Poppe
Kay L. Poppe, Member, Pioneer Lake, L.L.C.

STATE OF NEBRASKA)
COUNTY OF Dodge) ss.

Kay L. Poppe, known to me to be the identical person whose name is affixed to said Subdivision Agreement, acknowledged the foregoing Subdivision Agreement before me on this 4 day of June, 2015, and he acknowledged the execution thereof to be his voluntary act and deed.

Sarah Brown
Notary Public

