

STATE OF NEBRASKA COUNTY OF WASHINGTON)SS 200601007  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 13th DAY OF March A.D. 2006  
AT 11:31 O'CLOCK A.M. AND RECORDED IN BOOK  
483 AT PAGE 482-486  
COUNTY CLERK Charlotte L. Petersen  
DEPUTY Jason Macdon

482

FILED

06 MAR 13 AM 11:31

SUBDIVISION AGREEMENT

CHARLOTTE L. PETERSEN  
WASHINGTON COUNTY CLERK  
BLAIR, NEBRASKA

THIS AGREEMENT made this 16th day of March 2006 between the City of Fort Calhoun, Nebraska, hereinafter referred to as "City" and John M. McGowan, hereinafter referred to as "Developer".

WHEREAS, Developer has submitted a Preliminary Plat for the Subdivision legally described as Southern Heights (consisting of 56 lots and one Outlot "A"), being platted from all of Tax Lots 53 and 131 in the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section Fourteen (14), Township Seventeen (17) North, Range Twelve (12) East of the 6th P.M., Washington County, Nebraska.

NOW, THEREFORE, in consideration of the mutual covenants and benefits to each party as set forth herein, it is agreed as follows:

1. Developer Obligations: The Developer shall pay and be responsible for all improvements set forth on the Final Plat of Southern Heights including, but not limited to, the sanitary sewer main, water main, paving and storm sewer that are within the boundaries of Developer's property and adjacent right-of-way. Attached Exhibit "A" delineates improvements by the City of Fort Calhoun. All other improvements necessary are the Developer's costs.

2. Developer Expense:

- (a) Any of the improvements required to be made by Developer under Paragraph 1 hereinabove shall be at the sole expense of Developer. Nothing shall be paid or contributed by the City for any of the improvements set forth on the Final Plat.
- (b) Developer agrees to pay for said improvements with private funds and/or private financing, or a combination of the two.
- (c) Further, Developer shall be liable to any Buyer of a lot if the improvements included within the Subdivision do not occur.

3. Additional Agreement Between Developer and City:

- (a) City will extend the sanitary sewer line down Highway 75 and up County Road 43 to an area near the proposed 16th Street.
- (b) A buyer of a lot in Southern Heights and any other residence hooking up to the extended sanitary sewer line, will pay an additional \$800.00 hookup fee to the City.
- (c) The grading of the roadway on County Road 34 would be performed by the Developer. There will be no expense to the City or adjacent property owners for this grading and the grading will be performed pursuant to plans and

Recorded   
General   
Numerical   
Photostat   
Proofed

specifications approved by the City. Developer's engineer shall certify construction is in accordance with said approved plans and specifications.

- (d) Developer will install six (6) fire hydrants at the City's direction.
- (e) Developer will install a check valve system on the City water distribution system.
- (f) City to create a street improvement district to finance and construct paving and storm sewer improvements in the county road right-of-way on County Road 34. One hundred percent (100%) of the entire cost of all street construction of County Road 34 shall be paid by special assessment against the properties benefitted, except street intersection will be a general obligation. Storm sewer shall be a general obligation of the City.
- (g) Except as modified above, Developer and City agree to the other recommendations outlined in the Conference Notes from the meeting held 10/24/05 and which are attached hereto and incorporated by this reference.

4. Construction Standards: All improvements required to be made of Developer as set forth in Paragraph 1 hereinabove shall be constructed to meet or exceed the standards and specifications as set forth in the Ordinances and Building Codes of the City of Fort Calhoun, Nebraska, and shall be certified as such by an engineer registered and licensed by and through the State of Nebraska. All plans and specifications related to public improvement or grading within street right-of-way shall be approved by the City Engineer prior to start of construction.

5. Issuance of Building Permits:

- (a) All improvements required to be made of Developer as set forth in Paragraph 1 hereinabove shall be constructed at such time and date as established by Developer; provided however, no building permits will be issued to construct any structures on any lot contained within the subdivision until all improvements are substantially completed and accepted by the City.
- (b) Developer agrees that any purchase agreements entered into prior to the date on which all the improvements required under Paragraph (a) hereinabove are one hundred percent (100%) completed and accepted by the City, Developer agrees that it will insert the following provision into said purchase agreements:

"Subdivision Agreement/Building Permits: A Subdivision Agreement has been entered into by and between Seller herein and the City of Fort Calhoun, Nebraska and that said Subdivision Agreement is recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ of the real estate records of the Washington County Clerk, Washington County, Nebraska. Buyer acknowledges that he/she has

received a copy of the Subdivision Agreement and understands that until all improvements, including but not limited to construction of the sanitary sewer main, water main, paving and storm sewer, are one hundred percent (100%) completed and accepted by the City, no building permits will be issued to construct any structure on the lot being purchased by Buyer hereunder. Further, Developer shall be liable to Buyer if the improvements included within the Subdivision do not occur."

6. Building Restriction/Rezoning: Lots 1 through 56 and Outlot "A" shall be limited to uses allowable under the Single Family Residential Zoning District (R-1), (R-3) or (UC) of the Land Development Ordinance of the City of Fort Calhoun, Nebraska, as amended from time to time. Proposed Zoning R-1 (Residential District). The zoning districts shall be designated by the City of Fort Calhoun.

7. Performance Guaranty: Developer agrees to provide to City a loan commitment letter in the amount of Four Hundred Fifty Thousand Dollars (\$450,000.00) from the Team Bank, NA, of Fort Calhoun, Nebraska, in form satisfactory to the attorney for the City of Fort Calhoun, Nebraska. The loan commitment will be in lieu of any performance bond or other performance guarantees from Developer.

8. Permits: Developer to obtain an NPDES Construction Site Storm Water General Permit per Chapter 59 of NDEO Title 119 to cover the Developer and public improvement construction sites for the duration of construction activities as required by the permit. Developer shall also obtain any other permits required by law.

9. Recording in Real Estate Records: The parties agree that this Agreement shall be filed in the Real Estate Records of the Washington County Clerk and indexed against all Lots in the Subdivision. Upon certification by the Developer's engineer that all materials and construction is in accordance with the City-approved plans and specifications and acceptance of the improvements by the City, City shall record an instrument with the Washington County Clerk acknowledging full satisfaction of this Agreement.

10. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the Developer, City and their respective representatives, successors and assigns.

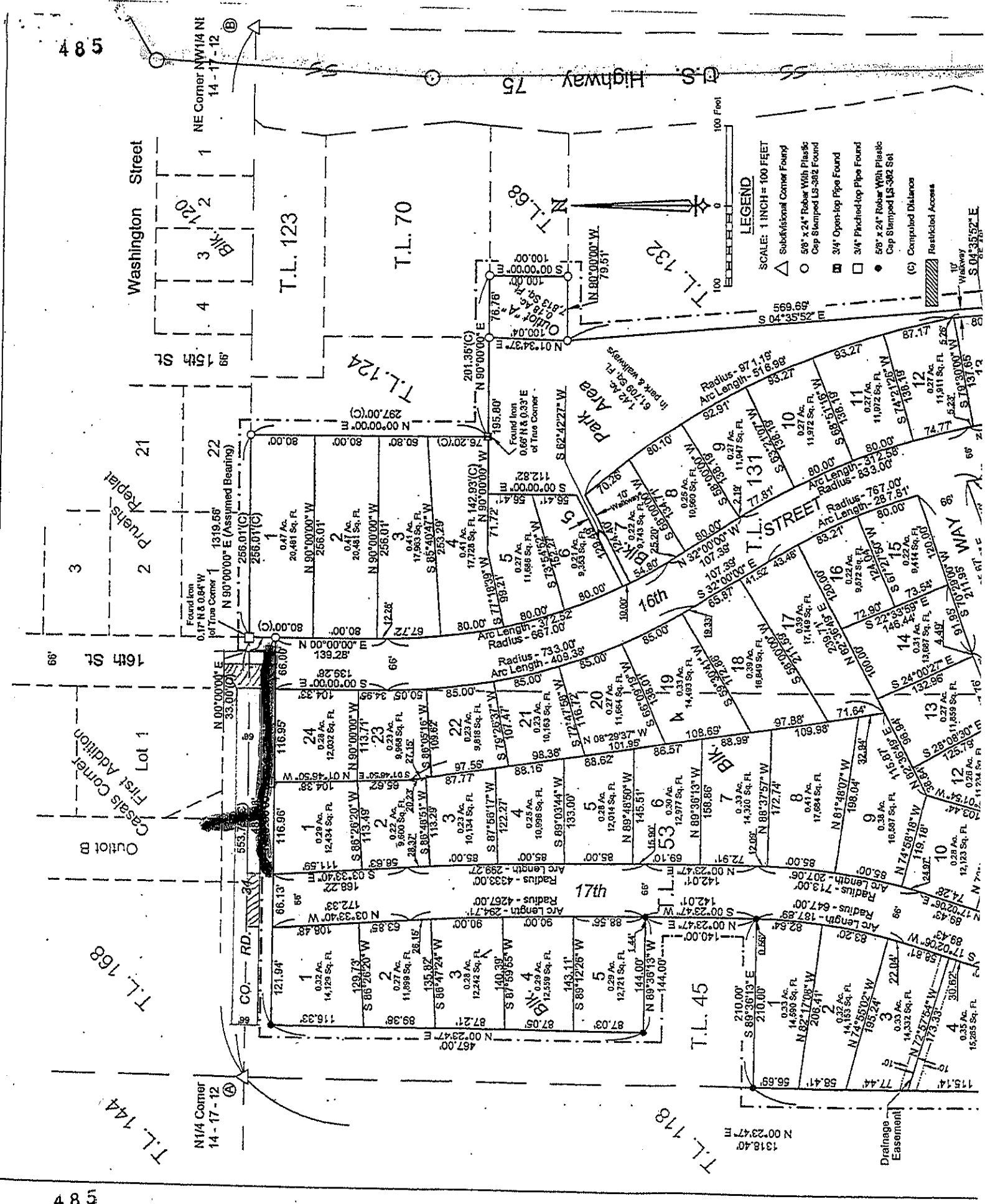
ATTEST:

Dorinda Welsher  
CITY CLERK

CITY OF FORT CALHOUN

BY [Signature]  
MAYOR

[Signature]  
JOHN M. MCGOWAN



Washington Street

U.S. Highway 75

NE Corner NW1/4 NE 14-17-12

N1/4 Corner 14-17-12

T.L. 168

T.L. 45

T.L. 178

T.L. 144

16th St

17th St

18th St

19th St

20th St

21st St

22nd St

23rd St

24th St

25th St

26th St

27th St

28th St

29th St

30th St

31st St

32nd St

33rd St

34th St

35th St

36th St

37th St

38th St

39th St

40th St

41st St

42nd St

43rd St

44th St

45th St

46th St

47th St

48th St

49th St

50th St

51st St

52nd St

53rd St

54th St

55th St

56th St

57th St

58th St

59th St

60th St

61st St

62nd St

63rd St

64th St

65th St

66th St

67th St

68th St

69th St

70th St

71st St

72nd St

73rd St

74th St

75th St

76th St

77th St

78th St

79th St

80th St

81st St

82nd St

83rd St

84th St

85th St

86th St

87th St

88th St

89th St

90th St

91st St

92nd St

93rd St

94th St

95th St

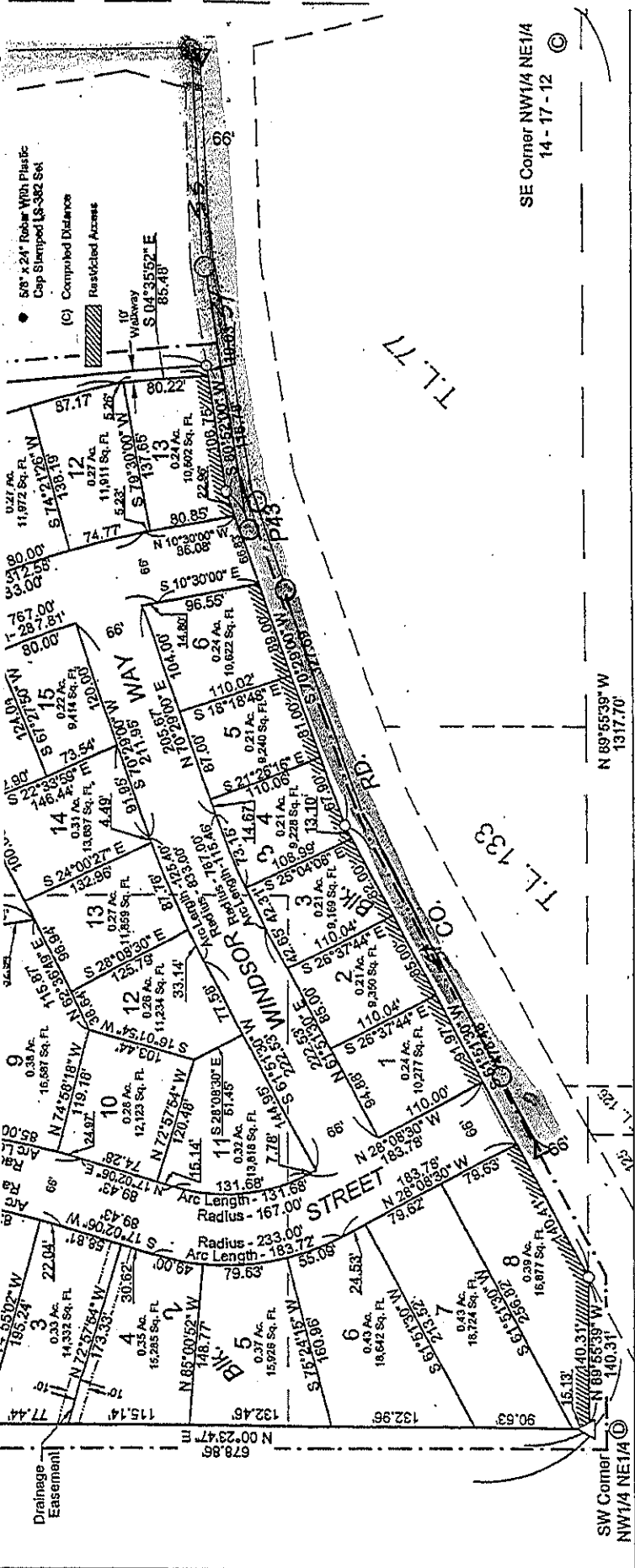
96th St

97th St

98th St

99th St

100th St



*City of Fort Calhoun Financed Public Improvements*

*City Financed and Constructed*

*- Sanitary Sewer*

*- Storm Sewer*

*City Financed and Developer Constructed*

*- Paving Co Rd 34*

*- Storm Sewer Co Rd 34*

*60.00 Paving*

*All other public improvements to be financed and constructed at Developer's expense.*

*Exhibit 'A'*