

LAKE ALLURE ADDITION
SUBDIVISION/DEVELOPMENT AGREEMENT

This Subdivision Development Agreement made this 9 day of Oct., 2012, by and between Dennis M. Thomas and Susan K. Thomas, husband and wife (hereinafter referred to as the "Developer"), and the County of Saunders (hereinafter referred to as "County").

WHEREAS, the Developer is the owner of the land shown on the proposed plat attached hereto as Exhibit "A" (hereinafter referred to as "Property"); and,

WHEREAS, the Developer proposes to build public improvements on the property; and,

WHEREAS, the Developer proposes to treat waste water with a sand filter bed waste water treatment system; and,

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

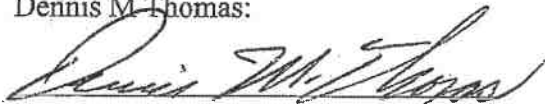
NOW, THEREFORE, in consideration of the above, the following is agreed between the parties hereto:

1. IMPROVEMENTS. Exhibit "A" (the plat) is incorporated herein by reference. The improvements cited herein or depicted on the plat are understood to be the minimum acceptable to County.
 - 1.1 WATER. Each lot will be served by a private community system which will provide potable water for human consumption and use. The water system shall be designed and built to the Department of Health and Human Services Standards. A permit will be obtained to operate the water system.
 - 1.2 DISPOSAL. Each lot shall be served by a private community sand filter bed waste water treatment system. Such system will be designed and built to the Department of Environmental Quality Standards.
 - 1.3 ELECTRIC POWER. The Developer agrees to enter into an Agreement with the Omaha Public Power District for power lines to be installed to the property.
 - 1.4 STREETS. The interior streets are to be 24' wide asphalt or concrete surfaced construction with no curb and gutter. In lieu of sidewalks, a 4' wide paved shoulder shall be constructed on the north side of Driftwood Lane and the south and east sides of Timberstone Drive to act as a pedestrian way. The driving lane and pedestrian way shall be separated by a 4" wide painted stripe.

- 1.5 BLOCKS AND CUL-DE-SACS. Block length shall exceed the maximum allowed, due to the lake frontage.
- 1.6 GATES. The access points to the Lake Allure development shall be gated with permitted access to residents, residents' guests, emergency vehicles, county officials and utility companies.
- 1.7 SIDEWALKS, STREET LIGHTS AND TREES. Saunders County has agreed to waive these requirements governed by the existing County Subdivision regulations.
- 1.8 INSTALLATION OF IMPROVEMENTS AND RECORDING OF PLATS. The Developer agrees that contemporaneously with the filing of the final plat, the Developer shall file the following with the County of Saunders.
 - A. Certificate signed by the Registered Land Surveyor who signed the final plat certifying that permanent markers have been set on all corners, angle points, and points of curvature.
 - B. Certificate signed by a licensed Nebraska engineer that the public improvements on Exhibit "A" have been installed in accordance with the plans approved by Saunders County or contracts that the public improvements on Exhibit "A" will be installed in a timely and orderly manner.
 - C. A copy of the Agreement with the Omaha Public Power District to install power lines to serve each lot.
- 1.9 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.
 - 1.9.1 Prior to commencement of the construction of the improvements contemplated by this Agreement, Developer shall submit all plans and specifications to the Saunders County Building Inspector or his agent for review and approval.
2. PAYMENT FOR IMPROVEMENTS. The entire cost of the improvements set forth in Paragraphs 1.1 through 1.8, including, but not limited to construction costs, engineering fees, attorney's fees, testing expenses, inspection costs, financing and miscellaneous costs shall be the sole expense of the Developer. The County will bear no cost for the installation of the improvements.

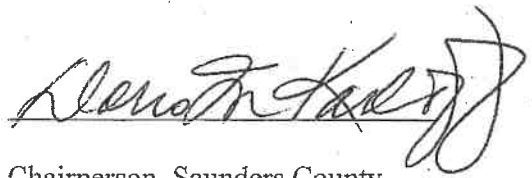
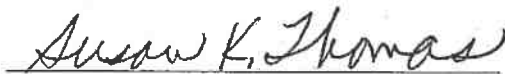
3. BINDING EFFECT. This Development Agreement shall be binding upon the parties, their respective successors and assigns. Upon full payment of the development costs specified herein, the Developer shall be deemed to have satisfied its obligations under this Agreement and the conditions required for final approval of Exhibit "A" by Saunders County.
4. MERGER CLAUSE. This Agreement represents the final and binding Agreement between the parties with respect to the Developer's obligations to develop the Property. All prior oral conversations, proceedings, or agreements shall be deemed merged into this final Agreement and of no further binding effect or purpose.
5. Ditch #1 flows into and out of Lake Allure. Ditch #1 is subject to the jurisdiction of the Clear Creek Drainage District. The Developer shall obtain the approval of the Clear Creek Drainage District for all changes, relocation, improvements, and modifications to Ditch #1 within the boundaries of the Property or within Thomas Lakes Third Addition.
 - 5.1 EASEMENT. The final plat shall establish an easement for the location, operation, and maintenance of Ditch #1 within the Property and Thomas Lakes Third Addition.
 - 5.2 THE OUTLET OF DITCH #1 FROM LAKE ALLURE. The Developer shall install two 60-inch culverts at the outlet of Ditch #1 from Lake Allure with an upstream invert elevation for both culverts being 1065.8 feet MLS.
 - 5.3 MAINTENANCE OF DITCH #1. The Developer and Developer's successors and assigns shall permanently maintain those portions of Ditch #1 within the Property or within Thomas Lakes Third Addition to a point on the South side of the bridge at Thomas Lakes Road so that Ditch #1 will maintain the design flow line and design channel capacity as depicted on Exhibit "B".

Dennis M Thomas:



Saunders County:

Susan K. Thomas:



Developer

Chairperson, Saunders County

EXHIBIT B

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RELOCATED DITCH NO. 1 PROFILE

