

DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered on 12 day of December, 2025, by and between Marilee Niewohner (hereinafter referred to as "Subdivider" whether one or more) and the CITY OF ALBION, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City")

WITNESSETH

WHEREAS, Subdivider is the owner of the land included within the proposed plat attached hereto as Exhibit "A", commonly known as Marilee 1st Add. Subdivision to the ETJ Boundary of the City of Albion, Boone County, Nebraska, (hereinafter referred to as the "Area to be Developed") within the City's zoning and platting jurisdiction; legally described as follows:

Insert Legal Description Here

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

GENERAL CONDITIONS:

1. Sanitary Sewer: City sewer infrastructure has not been extended to or across the lots in this subdivision and there are no plans to extend city sewer service to this general area in the near future. The city, therefore, approves the use of private septic systems for each lot with the subdivision according to and in compliance with Nebraska Rules and Regulations and Boone County Regulations until such time as the public sewer system is extended to or across the subdivision.
2. Water: City water service has been extended to or across the lots in the subdivision. The city, therefore, approves the use of the public water system upon annexation of the subdivision into the corporate limits of the City.
3. Street Improvements: No public street or easement of access will be dedicated through the subdivision.
4. Subdivider agrees to obtain a Nebraska Department of Environmental Quality, National Pollutant Discharge Elimination System, Construction Storm Water Notice of Intent (NOI), including the Storm Water Pollution Prevention Plan (SWPPP), prior to disturbing more than one acre.
5. Subdivider shall arrange for underground electrical service to each buildable lot within the Area to be Developed to be provided by Loup Power District at no cost to the City.
6. Subdivider and City covenant and agree that Subdivider will abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to construction of public improvements, and testing procedures therefor, except as otherwise provided in this Development Agreement.
7. All buildings built in the Area to be Developed, shall be constructed in compliance with the most recent City of Albion Building Requirements at the time of application for the building permits, to the extent possible.

MISCELLANEOUS

1. No separate administrative entity or joint venture, among the parties, is deemed created by virtue of the Development Agreement.
2. The administration of this Development Agreement shall be through the offices of the undersigned officers for their respective entities.
3. This Development Agreement shall be binding upon parties, their respective successors, and assigns.
4. This Development Agreement replaces and declares void any prior agreements or resolutions regarding the development of the Area to be Developed
5. This Development Agreement shall be recorded at the Boone County Register of Deeds office, at Subdivider's expense, within 30 days of final plat approval.
6. This Agreement shall run with the land and shall be binding upon and insure to the benefit of all parties hereto, their successors and assigns, including all future lot owners of the Area to be Developed.

IN WITNESS WHEREOF, we the executing parties, by ourselves or our respective duly authorized agents, hereby enter into this Development Agreement:

ATTEST:

CITY OF ALBION

CITY CLERK

MAYOR

Date

APPROVED AS TO FORM

CITY ATTORNEY

Marilee J. [Signature]

SUBDIVIDER

Dated this ____ day of _____, 2025. Dated this 12 day of December, 2025.

STATE OF NEBRASKA)
) ss.
COUNTY OF Boone)

On this 12 day of December, 2025, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Marilee Newshner who is personally known by me to be the identical person whose name is affixed to the Development Agreement, and acknowledged the execution thereof to be his voluntary act and deed as such officer of said corporation.

Witness my hand and Notarial Seal the day and year last above written.

Brea Kelley
Notary Public

(My commission expires: 12-17-26)

