

**AMENDMENT AND RESTATEMENT OF
SUBDIVISION IMPROVEMENT AGREEMENT
(Cochrane Corner Addition)**

This Amendment and Restatement of Subdivision Improvement Agreement is made and entered into by and between Cochrane Corner, LLC, a Nebraska limited liability company (the “Subdivider”) and the City of Bennet, Nebraska, a municipal corporation (the “City”), and amends and supersedes in its entirety the Subdivision Improvement Agreement (Cochrane Corner Addition) dated February 14, 2022 entered into between Subdivider and City.

RECITALS

I.

Subdivider made application to the City for permission to subdivide and for approval of the plat of Cochrane Corner Addition.

II.

Ordinance No. 2022-2.1, amended and restated by Ordinance No. 2024-5.1 (the “Ordinance”), approving said plat contains certain provisions requiring an agreement between the Subdivider and City relating to said plat and the development thereof.

NOW THEREFORE, in consideration of the City granting permission to plat and approval of the plat of Cochrane Corner Addition, it is agreed by and between Subdivider and City as follows:

1. Subdivider accepts the conditions set forth in said Ordinance and agrees to construct, at his own cost and expense, improvements for Cochrane Corner Addition consisting of the following:

- (a) Storm sewers as shown on the construction drawings as approved by the City Engineer.
- (b) Paving (street surfacing) of private roadways Albert Lane, Maynard Place and Barbara Lane within Outlot A as shown on the Final Plat in accordance with the construction drawings as approved by the City Engineer.
- (c) 6" water mains and appurtenances within the utility easement granted in Outlot A along Barbara Lane, Maynard Place and Albert Lane, all in accordance with the construction drawings as approved by the City Engineer.
- (d) 4" sanitary sewer service and 8" sanitary sewer main and appurtenances in the right-of-way of Tyler Street and within the utility easement granted in Outlot A along Barbara Lane and Albert Lane, and within the utility easement granted in Outlot B, all in accordance with the construction drawings as approved by the City Engineer.
- (e) 5" concrete sidewalks along both sides of all private roadways within the limits of this final plat.
- (f) Permanent monuments (lot staking) as required by the construction drawings approved by the City Engineer.
- (g) Construction and installation of a storm water detention facility on Outlot B within this final plat as shown on the construction drawings approved by the City Engineer.
- (h) The Subdivider shall maintain the Outlots and all private roadways and improvements located thereon on a permanent and continuous basis. Subdivider agrees to retain ownership of and the right of entry to the Outlots in order to perform the above-described maintenance of the Outlots and private roadways and improvements on a permanent and continuous basis. However, Subdivider may be relieved and discharged of these obligations upon the creation in writing of a permanent association of property owners that will be responsible for said permanent and continuous obligations; provided the maintenance agreements are incorporated into covenants and restrictions in deeds to the subdivided property and the document(s) creating the property owners' association and the restrictive covenants have been reviewed and approved by the City Attorney and filed of record in the Office of the Register of Deeds. If the Outlots or private roadways and improvements are not maintained, or when necessary, repaired, the City shall have the right to enter upon the Outlots and maintain or repair the same and charge the cost thereof to Subdivider or the property owners' association, whichever is applicable, or to directly assess the cost thereof to all lots within Cochrane Corner Addition.

A copy of the construction drawings as approved by the City Engineer are on file in the office of the City Clerk/Treasurer and are made a part hereof by reference.

2. In lieu of constructing, at its own cost and expense, 260 feet of 6" water main and appurtenances in the right-of-way of Tyler Street ("Tyler Street Water Main") required for Cochrane Corner Addition, Subdivider agrees to reimburse the City \$_____ for the actual costs incurred by the City to install the Tyler Street Water Main. Subdivider shall make such reimbursement for the Tyler Street Water Main to the City at such time as Subdivider installs the water mains referenced in Paragraph 1.(c) above for Cochrane Corner Addition.

3. Subdivider agrees to timely complete the improvements and facilities required by the City in accordance with the time limits established in the Ordinance. Subdivider further agrees to post the required security to guarantee (i) completion of such improvements and facilities and (ii) reimbursement of the Tyler Street Water Main costs to the City.

4. The agreements contained herein shall be binding and obligatory upon the heirs, successors, and assigns of the parties hereto.

Dated this _____ day of _____, 2024.

SUBDIVIDER

COCHRANE CORNER, LLC, a Nebraska limited liability company

By: BIC Development, LLC, a Nebraska limited liability company, Manager

By: _____
Boyd Batterman, Member

CITY

ATTEST:

CITY OF BENNET, NEBRASKA,
A Municipal Corporation

Michele Lincoln, City Clerk

By: _____
Ryan Cheney, Mayor