

ENTERED AS INSTRUMENT NO

201208552

STATE OF NEBRASKA)
COUNTY OF HALL) SS

2012 OCT 12 PM 3 12

HALL CO. REGISTER OF DEEDS

Michael Clark

CASH
CHECK 31.00

REFUNDS:

CASH
CHECK



201208552

Return to:
RaNae Edwards
City Clerk
100 East 1st Street
Grand Island NE 68801

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

STERLING ESTATES SECOND SUBDIVISION

(Lots 1 and 2)

In the City of Grand Island, Nebraska

The undersigned, NIEDFELT PROPERTY MANAGEMENT PREFERRED, LLC, a Nebraska Limited Liability Company, hereinafter called the Subdivider, as owner of a tract of land comprising a part of the Northwest Quarter (NW¼) of Section Twelve (12), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

Commencing at the Northeast Corner of said NW¼; thence on an assumed bearing of N89°00'34"W along the North line of said NW¼ a distance of 90.00 feet to the point of intersection of said North line and the West line of City of Grand Island drainage right-of-way (R.O.W.), said point also being the point of beginning; thence S00°15'38"W along said West line a distance of 649.05 feet; thence N89°00'34"W a distance of 929.86 feet; thence N00°59'26"E a distance of 649.00 feet to a point on the North line of said NW¼; thence S89°00'34"E along said North line a distance of 921.59 feet to the point of beginning. Said tract contains 600792.99 square feet or 13.79 acres more or less of 0.84 acres are new dedicated public right right-of-way;

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known

31/10

CLERK

as STERLING ESTATES SECOND SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said STERLING ESTATES SECOND SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, as follows:

1. **Residential Development Zone.** This subdivision is within a designated Residential Development Zone and shall be regulated in accordance with Chapter 36 of the Grand Island City Code. A Development Plan as shown on Exhibit A, attached hereto and incorporated herein by reference is hereby approved for such Subdivision. Any amendments to such Development Plan shall be approved by the City of Grand Island in accordance with the Grand Island City Code. The official Development Plan shall be on file with the City's Building Department.

2. **Paving.** The Subdivider agrees to maintain and repair at its expense pavement and parking lots within the subdivision. The Subdivider agrees that as constructed in accordance with the Development Plan, the internal paving and parking lots do not meet City of Grand Island street standards, and as such, will not become dedicated public streets.

The Subdivider agrees to waive the right to object to the creation of any repaving district for Capital Avenue where it abuts the subdivision.

3. **Water.** Public water is available to the subdivision and the Subdivider agrees to extend, connect and provide water service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection.

4. **Sanitary Sewer.** Public sanitary sewer is available to the subdivision and the Subdivider agrees to extend, connect and provide sanitary sewer service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection. A connection fee of Twelve Thousand Six Hundred Eighteen and 15/100 Dollars (\$12,618.15) is due upon the execution of this agreement. The remainder of the connection fee will be paid using the same pro-rata formula as additional parcels receive final subdivision approval.

5. **Electrical Service.** The Subdivider agrees to install conduit and transformer pads and dedicate the necessary easements for electrical service to all buildings in the subdivision.

6. **Storm Drainage.** The Subdivider agrees to grade all lots in the subdivision in conjunction with the development proposed thereon so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works

7. **Sidewalks.** Immediate sidewalk construction adjacent to Capital Avenue shall be waived. However, the sidewalks shall be constructed when the property owner is directed to do so by the City Council. In the event a Street Improvement District is created to pave any public street in the subdivision, the Subdivider agrees to install public sidewalks within one year of the completion of such street improvement district in accordance with the City of Grand Island Sidewalk Policy.

8. **Driveway Access.** Vehicular access shall not be allowed directly onto Capital Avenue except as shown on the approved development plan..

9. **Design and Construction.** No building shall be constructed within the Subdivision except within the Building Envelope Areas as defined on the Development Plan (Exhibit "A"). The buildings to be constructed shall be consistent with the designs approved with the development plan to include 10 three-story apartment buildings with garages and 30 apartment units in each building, a community room and office for the complex located at the north end of lot 1 and 2 garage structures located at the north end of lot 2. The exterior of the buildings shall be architecturally and aesthetically compatible in material and color. No portion of any building constructed (including architectural features) shall exceed a height of 50 feet above the center of the intersection of Capital Avenue and the eastern most drive way on lot 1.

10. **Landscaping.** The Subdivider agrees to comply with the requirements of the Landscaping Regulations of the City of Grand Island, and plans as submitted to and approved by the City's Building Department. The Subdivider shall install and maintain the existing landscaping at its own expense. No buildings or other structures shall be permitted outside of the building envelopes in a manner that encroaches into the required landscape buffer.

11. **Engineering Data.** All final engineering plans and specifications for public improvements shall bear the signature and seal of a registered professional engineer and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of public improvements under construction shall be performed under the supervision of a professional registered engineer and upon completion shall be subject to inspection and approval by the Department of Public Works prior to acceptance by the

City of Grand Island. An "as built" set of plans and specifications including required test results bearing the seal and signature of a registered professional engineer shall be filed with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

12. **Warranty.** The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as STERLING ESTATES SECOND SUBDIVISION, and that an abstract of title will be submitted for examination, if necessary, upon request of the City of Grand Island.

13. **Successors and Assigns.** This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs, devisees, and legatees. Where the term "Subdivider" is used in this agreement, the subsequent owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdivider has not performed such conditions.

Dated OCTOBER 4, 2012.

NIEDFELT PROPERTY MANAGEMENT
PREFERRED, LLC, A Nebraska Limited
Liability Company, Subdivider

By: John Niedfelt, MANAGER
John Niedfelt, Manager

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On October 4, 2012, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Niedfelt, Manager of Niedfelt Property Management Preferred, LLC., a Nebraska Limited Liability Company, known personally to me to be the identical person and officer who signed the foregoing Subdivision

