

93- 108216

STATE OF NEBRASKA)
COUNTY OF HALL) SS

'93 SEP 23 AM 9 26

James H. Fisher
REG. OF DEEDS

*City of Grand Island
Pg Box 1968*

CASH _____
CHECK _____
REFUNDS: _____
CASH _____
CHECK _____

• THIS SPACE RESERVED FOR REGISTER OF DEEDS •

SUBDIVISION AGREEMENT

BEREAN BIBLE CHURCH SUBDIVISION

In the City of Grand Island, Nebraska
(Contains Lot 1)

The undersigned, **BEREAN FUNDAMENTAL CHURCH OF GRAND ISLAND**, hereinafter called the Subdivider, as owner of a tract of land comprising a part of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Two (2), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of the Southeast Quarter (SE $\frac{1}{4}$); thence running easterly along the South line of said Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) on an Assumed Bearing of S 89° 53' 06" E a distance of nine hundred sixty-nine and fifty-two hundredths (969.52) feet to the Actual Point of Beginning; thence running N 00° 00' 00" E a distance of two hundred five and eighteen hundredths (205.18) feet; thence running N 89° 58' 03" W a distance of two hundred twenty-nine and eighty-eight hundredths (229.88) feet; thence running N 00° 01' 25" E a distance of one hundred seventy-one and twenty-two hundredths (171.22) feet; thence running S 89° 55' 42" E a distance of five hundred sixty-one and six-tenths (561.6) feet to a

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point on the westerly line of Jenkinson Subdivision; thence running S 00° 58' 11" E along the westerly line of Jenkinson Subdivision a distance of three hundred seventy-six and sixty-eight hundredths (376.68) feet to the Southeast corner of said Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4); thence running N 89° 53' 06" W along the South line of said Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) a distance of three hundred thirty-eight and thirty-one hundredths (338.31) feet to the Actual Point of Beginning and containing 3.798 acres, more or less;

desire 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 submit 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 as BEREAN BIBLE CHURCH SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots, easements, and street belonging to such subdivision, with the lot designated by number, easements by dimensions, and street 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. In consideration of the acceptance of the plat of said BEREAN BIBLE CHURCH SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1. Paving. The Subdivider waives the right to object to any paving or repaving district of Capital Avenue where it abuts the subdivision.
2. Water. City water service is available to the subdivision and all new structures requiring water service shall be connected to the City water service in accordance with

plans and specifications approved by the Director of Public Works, and subject to the City's inspection, and payment of any applicable fees or assessments.

3. **Sanitary Sewer.** City sanitary sewer service is available to the subdivision and all new structures requiring sewer service shall be connected to the City sewer service in accordance with plans and specifications approved by Director of Public Works, and subject to the City's inspection and payment of any applicable fees or assessments.

4. **Drainage.** The Subdivider agrees to grade the subdivision in conjunction with any new structures thereon so that storm water drains to the public right-of-way or to other drainage systems as approved by the City's Director of Public Works.

5. **Sidewalks.** The City hereby waives the immediate construction of any and all sidewalks adjacent to said subdivision and within said subdivision. However, the Subdividers agree that any and all sidewalks will be construction by the lot owners within six months after a directive from the Grand Island City Council.

6. **Flood Plain.** Since the subdivision is in the delineated flood plain, all structures constructed shall have the lowest floor elevation to a minimum of one foot above the elevation of the 100-year flood, as determined by the building permit received by the Subdivider or successors from the Building Department under the provisions of Section 2-1506.06, R.R.S. 1943. No basement shall be constructed in connection with any structure in the flood plain unless such basement is floodproofed and certified as such by a qualified registered engineer or architect.

7. **Engineering Data.** All final engineering plans and specifications for improvements shall be furnished by the Subdivider to the Department of Public Works for

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approval prior to contracting for construction of any improvements.

8. **Warranty.** The undersigned owners as Subdividers, warrant that they are the owners in fee simple of the land described and proposed to be known as **BEREAN BIBLE CHURCH SUBDIVISION**, and that an abstract of title will be submitted for examination, if necessary, upon request of the City of Grand Island.

9. 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 Subdividers have not performed such conditions.

Dated 8/31/97

**BEREAN FUNDAMENTAL
CHURCH OF GRAND ISLAND**

By *Max L. Conroy*
Max L. Conroy, Representative

By *Dennis E. Ronne*
Dennis E. Ronne, Representative

**CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation**

By *Ernest L. Dobesh*
Ernest L. Dobesh, Mayor

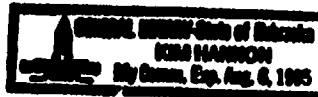
Attest *Cindy K. Cartwright*
Cindy K. Cartwright, City Clerk

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STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On August 31, 1993, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Max L. Conroy, known personally to me to be the identical person and such officer of the Berean Fundamental Church of Grand Island, who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of the Church.

WITNESS my hand and notarial seal the date above written.

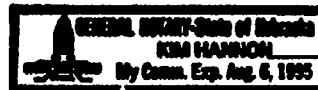


Kim Harrison
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 1993, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dennis E. Ronne, known personally to me to be the identical person and such officer of the Berean Fundamental Church of Grand Island, who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of the Church.

WITNESS my hand and notarial seal the date above written.



Kim Harrison
Notary Public