

SUBDIVISION AGREEMENT

CONNELL INDUSTRIAL PARK THIRD SUBDIVISION

In the City of Grand Island, Nebraska **89-102745**

The undersigned, BLOUNT AGRI/INDUSTRIAL CORP., a Delaware corporation; and HUTCHINSON WIL-RICH MANUFACTURING COMPANY, a Texas corporation, hereinafter called the Subdividers, as owners of a tract of land comprising all of Lot Four (4), Connell Industrial Park Subdivision in the City of Grand Island, Nebraska, said tract containing 20.845 acres, more or less, desire to have subdivided as a subdivision the foregoing tract of land which is 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 CONNELL INDUSTRIAL PARK THIRD SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots and easements belonging to such subdivision, with lots designated by numbers and easements by dimensions, 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 owners, 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 CONNELL INDUSTRIAL PARK THIRD SUBDIVISION, the Subdividers hereby consent and agree with the City of Grand Island, Nebraska, that ^{they} ~~is~~ will install or provide at ^{their} ~~its~~ expense the following improvements:

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1. Water. Public water service is available to the Subdividers agree to connect all structures constructed in the subdivision after the date of this agreement that require water service to the public water service for occupancy permits.

2. Sanitary Sewer. Public sanitary sewer service is available to the Subdividers agree to connect all structures constructed in the subdivision after the date of this agreement that require sanitary sewer service to the public sewer service main before applying for occupancy permits.

3. Drainage. When any permanent improvements are constructed in the subdivision after the date of this agreement, the grade of the lots shall be modified in conjunction with the improvements to provide for drainage to the public right-of-way or other approved facility, as approved by the City Engineer or Director of Public Works.

4. Sidewalks. The City hereby waives the immediate construction of all sidewalks adjacent to U. S. Highway 30. The Subdividers understand that under Sections 16-661 and 16-662, Revised Statutes of Nebraska, Reissue of the City of Grand Island may empower the mayor and city council to compel construction of sidewalks. If the City Council should determine that the public good and welfare would be served by construction of a sidewalk adjacent to U.S. Highway 30 in the future, the Subdividers agree that the sidewalks will be constructed by the lot owners within six months after a directive from the City Council.

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5. Access. Access for both lots in the subdivision shall continue to be the existing common access onto U.S. Highway 30 as per the access easement shown on the subdivision plat.

6. Landscaping. No new building on Lot 1 after the date of this agreement shall have a front setback of less than thirty feet. An average of thirty feet in width along the southerly side of Lot 1 shall be landscaped within two (2) years of the filing of the subdivision plat at the Hall County Register of Deeds Office. The landscaping required may include but not be limited to green plantings, lawn area, pools, trees, shrubs, fences, and walks as determined to be appropriate by the Subdividers.

7. 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 CONNELL INDUSTRIAL PARK THIRD SUBDIVISION, and that an abstract of title will be submitted for examination, if necessary, upon request of the City of Grand Island.

8. 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 MAY 15 1989.

BLOUNT AGRI/INDUSTRIAL CORP.
A Delaware Corporation
Subdivider

By


Peter C. Robinson, President

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HUTCHINSON WIL-RICH MANU-
FACTURING COMPANY
A Texas Corporation
Subdivider

By

David R. Mayle
David R. Mayle, Vice President
MAYLE

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By

Chuck Baasch
Chuck Baasch, Mayor

Attest

Marti Ann Wit
Marti Ann Wit, City Clerk



STATE OF ALABAMA)
COUNTY OF MONTGOMERY) SS

On this 15th day of May, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Peter C. Robinson, President of Blount Agri/Industrial Corp., a Delaware corporation, to me known personally to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed on behalf of the corporation for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

[Signature]
Notary Public

My commission expires June 02, 1991.

STATE OF TEXAS)
) ss
COUNTY OF DALLAS)

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On this 17th day of MAY, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared David R. ~~Mayne~~, Vice President of Hutchinson Wil-Rich Manufacturing Company, a Texas corporation, to me known personally to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed on behalf of the corporation for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Sharon K. McCann
Notary Public
SHARON K. MCCANN

MY COMMISSION EXPIRES - JULY 6, 1991

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Entered as Document No.

89- 102745

Grantor W. H.

Grantee W. H.

Numbered 29

STATE OF NEBRASKA)
COUNTY OF HALL)

19 MAY 30 AM 11 55

Chas. W. H. H. H.
RECORDERS

CASH _____
CHECK 25.50

REFUNDS:

CASH _____

CHECK _____

*City Clerk 1968
P.O. Box 1968
Grand Island, NE 68801*

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