

Rose Ann Jacobsen

SUBDIVISION AGREEMENT

CONNELL INDUSTRIAL PARK

Farvel Properties, Inc., a Nebraska corporation, as owner and subdivider of a tract of land comprising part of the East Half of the Southwest Quarter ($E\frac{1}{2}SW\frac{1}{4}$) and part of the West Half of the Southeast Quarter ($W\frac{1}{2}SE\frac{1}{4}$) of Section Eleven (11), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska, more particularly described as shown on the plat of Connell Industrial Park subdivision, hereby desires to have said property subdivided, to be known as "Connell Industrial Park" subdivision in Hall County, Nebraska, and hereby submits to the city council of the City of Grand Island, Nebraska, for acceptance as provided in Section 16-112, R.R.S. 1943, an accurate plat of such proposed subdivision designating the land to be laid out and describing the lots by numbers and easements by dimensions, and proposes to cause the plat of such subdivision when approved by the Regional Planning Commission and the City Council of the City of Grand Island to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor and to contain a dedication of easements to the use and benefit of the public.

In consideration of the acceptance of the plat of Connell Industrial Park subdivision in Hall County, Nebraska, the owner hereby consents and agrees with the City of Grand Island, Nebraska, as follows:

1. Water. The undersigned owner agrees to construct within twelve months of the date of this agreement, or such extended period of time as the council may permit if such construction is delayed by acts or events beyond the control of the undersigned owner, a ten-inch water main in the public right-of-way on the northerly side of U.S. Highway No. 30 to serve Lots 1, 2, 3, and 4 of the proposed subdivision. The water main construction shall be performed pursuant to plans and specifications prepared by a registered engineer in the State of Nebraska and approved by the City's director of public works.

It is understood that in order to serve the proposed subdivision with water, the undersigned owner shall construct a ten-inch water main from the west line of Lot 1 of the proposed subdivision to the existing ten-inch water main located approximately 960 feet west thereof in U.S. Highway No. 30 right-of-way. Such construction shall be completed by the undersigned owner at its expense, but

the City agrees to enter into a license agreement with the undersigned owner to prohibit connection to that part of the water main between the west line of Lot 1 of the proposed subdivision and the eastern terminal point of the existing ten-inch water main by abutting owners until such time as the abutting owners who desire to connect have reimbursed the undersigned owner for their proportionate share of the cost of such water main.

It is understood that the water main construction to serve Lots 1, 2, 3, and 4 of the proposed subdivision may terminate at the southwesterly corner of said Lot 4. Should the City desire to have such water main constructed for an additional approximately 480 feet to extend the water main to the southeasterly corner of Lot 4 of the proposed subdivision for the purpose of serving additional customers, or for the purpose of "looping" the water distribution main, the person, firm, or corporation who is the then owner of Lot 4 in said subdivision shall construct the additional approximately 480 feet of ten-inch water main within six months from the request of the city council.

Rates for water service for users located in the proposed subdivision will be the rates specified in the Grand Island City Code for users located outside the City.

2. Sanitary Sewer. The undersigned owner agrees to construct within twelve months from the date of this agreement, or such extended period of time as the council may permit if such construction is delayed by acts or events beyond the control of the undersigned owner, an eight or ten inch (to be determined by the City's director of public works) sanitary sewer main to the southwest corner of Lot 4 to serve Lots 3 and 4 of the proposed subdivision.

Industries located in the proposed subdivision, except the industry located on Lot 1 thereof, shall connect to the public sanitary sewer and water mains before beginning operations. Before Lot 2 of the proposed subdivision, or any building thereon, is put to use, the then owner of Lot 2 shall extend the sanitary sewer main to serve Lot 2 and shall connect said lot to the sanitary sewer main.

The owner of Lot 1 of the proposed subdivision may connect to the public sanitary sewer main by extending such main to serve Lot 1. If the owner of Lot 1 desires to connect to the public sanitary sewer main prior to the sanitary sewer main having been extended to serve Lot 2, the owner of Lot 1 may extend the sanitary sewer main to serve Lot 1 of the proposed subdivision and the City

agrees to enter into a license agreement with the owner of Lot 1 to prohibit connection to that part of the sanitary sewer main adjacent to Lot 2 until such time as the owner of Lot 2 has reimbursed the owner of Lot 1 for its proportionate share of the cost of such sanitary sewer main construction.

It is understood that in order to serve the proposed subdivision with sanitary sewer, the undersigned owner shall construct up to a twelve-inch sanitary sewer main from the existing manhole located at the north end of Voss Road to a location to be determined on the north side of U.S. Highway No. 30. Such construction shall be completed by the undersigned owner at its expense, but the City agrees to enter into a license agreement with the undersigned owner to prohibit connection to that part of the sanitary sewer between Voss Road and U.S. Highway No. 30 by abutting owners until such time as the abutting owners who desire to connect have reimbursed the undersigned owner for their proportionate share of the cost of such sanitary sewer main.

All sanitary sewer construction and determination of size within the above limits referred to in this paragraph shall be performed pursuant to plans and specifications prepared by a registered engineer in the State of Nebraska and approved by the City's director of public works.

It is understood that the location of the sanitary sewer main to serve the proposed subdivision shall be in the north side of U.S. Highway No. 30 right-of-way, if possible. If such location is not engineeringly possible, or practical, such location shall be on the southerly portion of the lots in the proposed subdivision, and easements shall be granted to the City by the then owners of the lots in the proposed subdivision to accommodate such sanitary sewer location and construction.

Rates for sanitary sewer service for users located in the proposed subdivision will be the rates specified in the Grand Island City Code for users located outside the City.

3. Storm Drainage. The owner agrees to provide storm drainage for the proposed subdivision by surface grading and by drainage ditch improvements on the northerly and southerly sides of the proposed subdivision, pursuant to grading and elevation plans approved by the City's director of public works. Should design or use of any of the lots in the proposed subdivision reasonably require construction of further storm drainage improvements, such as detention cells, to adequately service the proposed subdivision, such improvements shall be

made by the then owners of the lot or lots requiring said drainage facilities, upon the reasonable request to do so by the city council.

4. The owner warrants that it is the owner in fee simple of the land described and proposed to be known as Connell Industrial Park subdivision, and that an abstract of title shall be submitted for examination, if necessary, upon request of the City of Grand Island.

5. The terms of this agreement shall constitute covenants that shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Dated October 20, 1972

FARVEL PROPERTIES, INC.
A Nebraska Corporation

By Helene Connors
President

Witness W. Connors
Secretary

CITY OF GRAND ISLAND

By John Dittler
President of the Council

Attest J. Minner
City Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

Before me, on this 20 day of Oct, 1972, the undersigned, a Notary Public in and for said County and State, personally appeared Helene, to me known personally to be the identical person who signed the foregoing instrument as President of Farvel Properties, Inc., a Nebraska corporation, and acknowledge the execution thereof to be her voluntary act and deed for the purpose therein expressed for that corporation.

WITNESS my hand and Notarial Seal the date above written.

Marion J. [Signature]
Notary Public

My commission expires 4-14-74