

City of Norfolk

THE STATE OF NEBRASKA } ss.
MADISON COUNTY

This instrument filed for record
the 5 day of November 20 03
at 8:30 o'clock A.M. and record in:
M2003-11
Page 424 - 426 Incl.

Nancy J. Grass
Register of Deeds
Deputy Reg. of Deeds

**SUBDIVISION AGREEMENT
REPLAT OF LOT 1, BLOCK 1 OF REPLAT OF SHOPKO ACRES
IN THE CITY OF NORFOLK,
MADISON COUNTY, NEBRASKA**

This Agreement is made and entered into this 20 day of October, 2003, by and between the City of Norfolk, Nebraska, hereinafter referred to as "the City" and Shopko Stores, Inc. A Wisconsin Corporation, hereinafter referred to as "the Developer".

WHEREAS, the Developer is the owner of certain property situated in the City of Norfolk, Madison County, Nebraska, and legally described as follows:

Lot 1, Block 1 of Replat of Shopko Acres, a subdivision in the City of Norfolk, Madison County, Nebraska.

WHEREAS, the Developer wishes to plat said property and hereby submit to the City as provided by law, an accurate Subdivision Plat to be known as REPLAT OF LOT 1, BLOCK 1 OF REPLAT OF SHOPKO ACRES IN THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, and

WHEREAS, new subdivisions are subject to certain required minimum improvements as specified by City ordinances.

It is, therefore, agreed by the parties contained herein as follows:

GENERAL CONDITIONS:

1. Sanitary Sewer: Lot 1-R is currently serviced with sanitary sewer and the developer has no plans to alter the current service. Lot 2-R will be serviced with sanitary sewer by a 4" PVC sanitary sewer service line to be tapped into the existing 8" sanitary sewer line located in Krenzien Drive. The service line will stop 5 feet from the building.
2. Water Supply: Water service to Lot 1-R is in place and the developer has no plans to alter the current service. Lot 2-R will be serviced with water by a 1" copper service line from the existing 8" City water main located in Krenzien Drive. The service line will stop 5 feet from the building.
3. Street Improvements: No street improvements are anticipated at this time.

4. **Grading & Drainage:** The Developer plans to sell Lot 2-R. The purchaser shall pay to have Lot 2-R graded according to the Grading and Drainage Plan showing existing conditions and planned drainage improvements prepared by JEO Consulting Group, Inc. and approved by and on file with the City Engineer's office. These plans are made a part of this Agreement by reference.

MISCELLANEOUS

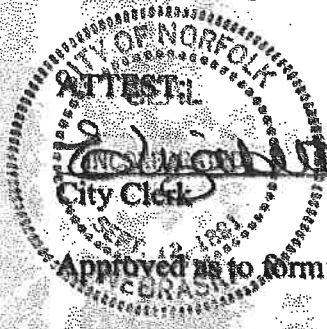
1. The Developer agrees to pay all interest and principal and any special assessments levied by the City on the property being so subdivided as same shall become due until such time as the property is sold. At the time any lot is conveyed to a third party, any special assessments remaining unpaid against said property being transferred shall be paid in full at the time of the closing of the conveyance of said lot at which time the City will release the Developer from any future obligations, assessments, or special assessments against said lot. If the Developer fails to keep special assessments current, the City may seek to collect the amount not paid by any remedy allowed by law or in equity.
2. The Developer agrees to hold the City of Norfolk harmless from any liability and claims arising out of and relative to the development of this Subdivision, to and including, but not limited to, the determination of wetlands as defined in the Federal Clean Water Act and the Water Quality permits by the Nebraska Department of Environmental Quality.
3. The Developer agrees to specifically comply with Section 23-45-(J)-3 of the Norfolk City Code which states that:

"Forty-eight (48) hours notice shall be given to the City Engineer prior to the start of construction on any improvements. The Developer's Engineer shall provide the City with a signed certification, assuring that improvements have been installed in accordance with the approved plans and specifications."
4. The Developer agrees to keep the public right-of-way free from accumulation of water, waste material, weeds or rubbish, and to maintain the finished street surfaces free from dirt caused by their operations.
5. This Agreement, and the terms and duties set forth herein, shall run with the land and shall be binding upon the parties hereto, their successors in interest in the real estate described herein, their heirs, personal representatives and assigns.

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SHOPKO STORES, INC.
A Wisconsin Corporation

[Signature]
Rodney Lawrence, Senior Vice President
of Property Development



CITY OF NORFOLK, NEBRASKA

[Signature]
Mayor

[Signature]

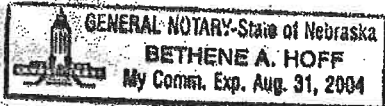
Approved as to form: *[Signature]*
City Attorney

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
)SS.
COUNTY OF MADISON)

The foregoing instrument was acknowledged before me this 20 day of October, 2003 by Mayor Gordon Adams, and Elizabeth Deck, City Clerk, on behalf of the City of Norfolk, Nebraska, a Municipal Corporation.

My commission expires: Aug 31, 2004



[Signature]
Notary Public

ACKNOWLEDGEMENT OF NOTARY

STATE OF WISCONSIN)
)SS.
COUNTY OF BROWN)

The foregoing instrument was acknowledged before me this 2nd day of October, 2003 by Rodney Lawrence, Senior Vice President of Property Development, to be personally known to be the identical person whose name is affixed to the foregoing and he acknowledges the signing of said to be his voluntary act and deed.

My commission expires: July 17, 2006

[Signature]
Notary Public

