

10:45  
- City of Norfolk  
127 N 1st  
Norfolk, NE 68701

Chg. \$16.00 No. 5825 Paged General Indexed

1428

THE STATE OF NEBRASKA }  
MADISON COUNTY } ss.

This instrument filed for record  
the 19 day of September 20 05  
at 10:45 A.M. and recorded in  
2005-09 Page 1428 - 1430 Incl.

Nancy J. Gross  
Register of Deeds/Deputy Register of Deeds

**SUBDIVISION AGREEMENT  
REPLAT 2 OF LOT 1-R, BLOCK 1 OF REPLAT OF SHOPKO ACRES  
IN THE CITY OF NORFOLK,  
MADISON COUNTY, NEBRASKA**

This agreement is made and entered into this 19<sup>th</sup> day of Sept., 2005, 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-R, 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 submits to the City as provided by law an accurate Subdivision Plat to be Known as REPLAT 2 OF LOT 1-R BLOCK 1 OF REPLAT OF SHOPKO ACRES IN THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, and

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

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

GENERAL CONDITIONS:

1. Sanitary Sewer: Replat 2, Lot 1-R, Block 1 is currently serviced with sanitary sewer and the developer has no plans to alter the current service. Replat 2, Lot 2, Block 1 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: Replat 2, Lot 1-R, Block 1 is currently serviced with water and the developer has no plans to alter the current service. Replat 2, Lot 2, Block 1 will be serviced by a 1" copper service line to be tapped into 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.

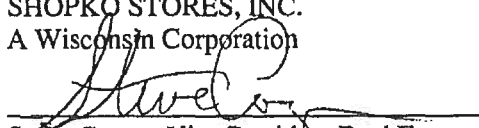
4. Grading & Drainage: The Developer plans to sell Replat 2, lot 2, block 1. The purchaser of lot 2 shall submit to the City of Norfolk a "Grading and Erosion Control Plan along with a Drainage Plan" to the City's Engineer's office for their approval prior to any construction on Replat lot 2 block 1.

#### 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 time of closing of the conveyance of said lot at which time the City will release the Developer from any future obligations, assessments, or 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 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. Developer's Engineer shall provide the City with a signed certification, assuring that improvements have been installed in accordance with the approve plans and specifications."
4. The Developer agrees to keep the public right-of-way free from accumulation of water, waste material, weed or rubbish, and to maintain the finished street surface 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 assigned.

SHOPKO STORES, INC.  
A Wisconsin Corporation

  
Steve Cogan, Vice President Real Estate  
Shopko Stores Inc.



CITY OF NORFOLK, NEBRASKA

  
Mayor

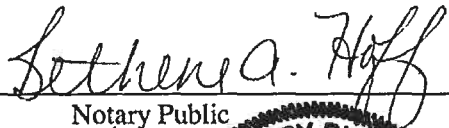
  
City Attorney

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)  
                                          )SS.  
COUNTY OF MADISON)

The foregoing instrument was acknowledged before me this day of Sept. 6, 2005 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, 2008



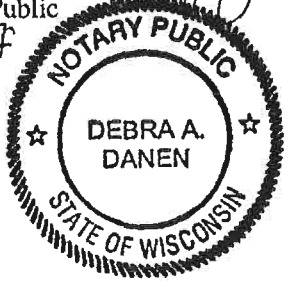
  
Notary Public  
Bethene A. Hoff


ACKNOWLEDGEMENT OF NOTARY

STATE OF WISCONSIN)  
                                          )SS.  
COUNTY OF Brown

The foregoing instrument was acknowledged before me this day of August 9, 2005 by Steve Steve Cogan, Vice President Real Estate, Shopko Stores Inc., 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: 5-11-08



  
Notary Public