

201607676

STATE OF NEBRASKA )  
COUNTY OF HALL ) SS

2016 NOV 16 PM 11 57

*RaNa Edwards*  
ASSR/REGISTER OF DEEDS

CASH 58.00  
CHECK \_\_\_\_\_

REFUNDS:  
CASH \_\_\_\_\_  
CHECK \_\_\_\_\_

\* This Space Reserved for Register of Deeds \*



Return to:  
RaNae Edwards  
City Clerk  
100 East 1st Street  
Grand Island NE 68801

58.00

SUBDIVISION AGREEMENT

EAST PARK ON STUHR SUBDIVISION

(Lot 1)

In the City of Grand Island, Nebraska

The undersigned, HOPPE INC., a Nebraska Corporation, hereinafter called the Subdivider, as owner of a tract of land comprising a part of the Southeast Quarter (SE¼) of Section Fifteen (15), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

COMMENCING SOUTHEAST CORNER OF SECTION 15-T11N-R9W; THENCE ON AN ASSUMED BEARING OF N00°58'51"W, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4), A DISTANCE OF 970.19 FEET TO THE NORTHEAST CORNER OF BOHNART SUBDIVISION AND SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S89°24'11"W, ALONG THE NORTH LINE OF SAID BOHNART SUBDIVISION, A DISTANCE OF 259.90 FEET TO A POINT BEING THE NORTHEAST CORNER OF LOT 2, SAID BOHNART SUBDIVISION; THENCE S89°21'28"W A DISTANCE OF 345.33 FEET TO A POINT BEING THE SOUTHEAST CORNER OF BLOCK 1, GILI SECOND SUBDIVISION; THENCE N00°57'40"W, ALONG THE EAST LINE OF SAID GILI SECOND SUBDIVISION, A DISTANCE OF 150.05 FEET; THENCE S89°20'00"W, ALONG SAID GILI SECOND SUBDIVISION, A DISTANCE OF 64.96 FEET; THENCE N66°00'04"W, ALONG SAID GILI SECOND SUBDIVISION, A DISTANCE OF 99.28 FEET; THENCE N01°03'00"W, ALONG SAID GILI SECOND SUBDIVISION, A DISTANCE OF 52.39 FEET;

THENCE N56°07'59"E, ALONG SAID GILI SECOND SUBDIVISION, A DISTANCE OF 26.31 FEET; THENCE S89°52'19"E, ALONG SAID GILI SECOND SUBDIVISION, A DISTANCE OF 132.97 FEET; THENCE N00°55'57"W, ALONG SAID EAST LINE OF GILI SECOND SUBDIVISION, A DISTANCE OF 101.28 FEET TO A POINT BEING THE NORTHEAST CORNER OF SAID GILI SECOND SUBDIVISION; THENCE S89°50'55"E A DISTANCE OF 572.49 FEET; THENCE N89°54'41"E A DISTANCE OF 32.69 FEET TO A POINT ON SAID EAST LINE OF THE SE1/4; THENCE S00°58'51"E, ALONG SAID EAST LINE, A DISTANCE OF 349.67 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 228,590.69 SQUARE FEET OR 5.248 ACRES MORE OR LESS OF WHICH 0.321 ACRES IS NEW DEDICATED ROAD ROW;

desires 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 submits 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 EAST PARK ON STUHR SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets 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, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said EAST PARK ON STUHR SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, as follows:

1. **Residential Development Zone.** This subdivision is within a designated Residential Development Zone and shall be regulated in accordance with Chapter 36 of the Grand Island City Code. A Development Plan as shown on Exhibit A, attached hereto and incorporated herein by reference, is hereby approved for such Subdivision. Any amendments to such Development

Plan shall be approved by the City of Grand Island in accordance with the Grand Island City Code. The official Development Plan shall be on file with the City's Planning Department.

2. **Paving.** The Subdivider agrees to maintain and repair at its expense, pavement and parking lots within the subdivision. The Subdivider agrees that as constructed in accordance with the Development Plan, the internal paving and parking lots do not meet City of Grand Island street standards, and as such, will not become dedicated public streets.

The Subdivider agrees to waive the right to object to the creation of any repaving district for Stuhr Road where it abuts the subdivision.

3. **Water.** Public water is available to the subdivision and the Subdivider agrees to extend, connect and provide water service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection.

4. **Sanitary Sewer.** Public sanitary sewer is available to the subdivision and the Subdivider agrees to extend, connect and provide sanitary sewer service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection. The Subdivider intends to develop a private sewer line to serve the buildings on this lot. Such line shall be owned and maintained and repaired at the expense of the Subdivider.

5. **Electrical Service.** The Subdivider agrees to install conduit and transformer pads and dedicate the necessary easements for electrical service to all buildings in the subdivision.

6. **Storm Drainage.** The Subdivider agrees to grade all lots in the subdivision in conjunction with the development proposed thereon so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works

7. **Sidewalks.** Immediate sidewalk construction adjacent to Stuhr Road shall be waived. However, the sidewalks shall be constructed when the property owner is directed to do so by

the City Council. In the event a Street Improvement District is created to pave any public street in the subdivision, the Subdivider agrees to install public sidewalks within one year of the completion of such street improvement district in accordance with the City of Grand Island Sidewalk Policy.

8. **Design and Construction.** No building shall be constructed within the Subdivision except as shown on the Development Plan (Exhibit "A"). The buildings to be constructed shall be consistent with the designs approved with the development plan to include 4 two-story apartment buildings with 16 apartment units in each building and 3 two-story apartment buildings with 8 apartments in each building. The exterior of the buildings shall be architecturally and aesthetically compatible in material and color. No portion of any building constructed (including architectural features) shall exceed a height of 40 feet above the center of the intersection of Stuhr Road and the drive way from the development onto Stuhr Road.

9. **Landscaping.** The Subdivider agrees to comply with the requirements of the Landscaping Regulations of the City of Grand Island, and plans as submitted to and approved by the City's Building Department. The Subdivider shall install and maintain the existing landscaping at its own expense. No buildings or other structures shall be permitted outside of the building envelopes in a manner that encroaches into the required landscape buffer.

10. **Engineering Data.** All final engineering plans and specifications for public improvements shall bear the signature and seal of a registered professional engineer and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of public improvements under construction shall be performed under the supervision of a professional registered engineer and upon completion shall be subject to inspection and approval by the Department of Public Works prior to acceptance by the City of Grand Island. An "as built" set of plans and specifications including required test results

bearing the seal and signature of a registered professional engineer shall be filed with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

11. **Warranty.** The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as EAST PARK ON STUHR SUBDIVISION, and that an abstract of title will be submitted for examination, if necessary, upon request of the City of Grand Island.

12. **Successors and Assigns.** 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 10/31/, 2016.

HOPPE INC., Subdivider

By: *Ward F. Hoppe*  
Ward F. Hoppe, President

STATE OF NEBRASKA        )  
  ) ss  
COUNTY OF HALL         )

On October 31, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ward F. Hoppe, President of Hoppe Inc., known personally to me 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 for the purpose therein expressed on behalf of Hoppe Inc.

WITNESS my hand and notarial seal the date above written.



*Carly M. Davis*  
Notary Public

My commission expires: 7/8/17

CITY OF GRAND ISLAND, NEBRASKA  
A Municipal Corporation

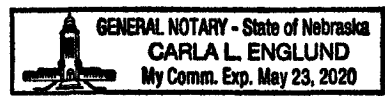
By: *Jeremy L. Jensen*  
Jeremy L. Jensen, Mayor

Attest: *RaNae Edwards*  
RaNae Edwards, City Clerk

STATE OF NEBRASKA )  
  ) ss  
COUNTY OF HALL     )

On November 3, 2016, before me, the undersigned,, a Notary Public in and for said County and State, personally came Jeremy L. Jensen, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing Subdivision Agreement and acknowledged that the foregoing signature was his voluntary act and deed pursuant to Resolution 2016-173, and that the City's corporate seal was thereto affixed by proper authority.

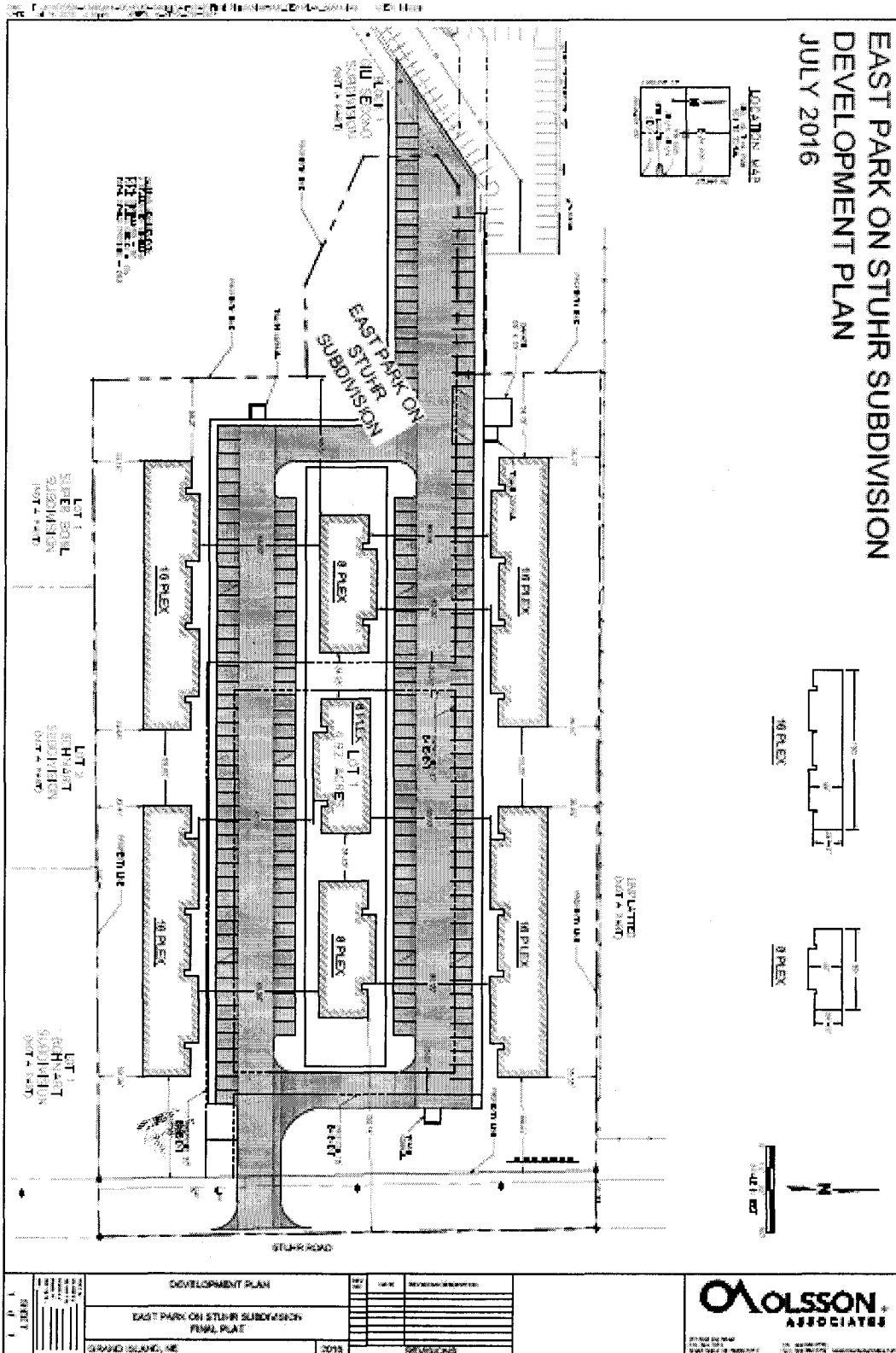
WITNESS my hand and notarial seal the date above written.



*Carla L. Englund*  
Notary Public

My commission expires: May 23, 2020

Exhibit A



**1 | 1 | FRONT ELEVATION**  
1/8" = 1' - 0"

**6 | 6 | RIGHT ELEVATION**  
1/8" = 1' - 0"

**R | 5 | LEFT ELEVATION**  
1/8" = 1' - 0"

**1 | 1 | REAR ELEVATION**  
1/8" = 1' - 0"

**NOTES:**  
1. FINISHES TO BE THE SAME AS FOR EAST PARK ON STUB 6-R-10.  
2. FINISHES TO BE THE SAME AS FOR EAST PARK ON STUB 6-R-10.  
3. FINISHES TO BE THE SAME AS FOR EAST PARK ON STUB 6-R-10.

**LEGEND:**  
 - BRICK  
 - STUCCO  
 - METAL SIDING  
 - ASPHALT ROOFING  
 - ASPHALT FLASHING  
 - METAL FLASHING  
 - METAL DOWNS  
 - METAL GUTTERS  
 - METAL DOWNPIPES  
 - METAL RAIN CAPS  
 - METAL RAIN COVERS  
 - METAL RAIN DIVERTERS  
 - METAL RAIN BRACKETS  
 - METAL RAIN CHIMNEYS  
 - METAL RAIN CAPS  
 - METAL RAIN COVERS  
 - METAL RAIN DIVERTERS  
 - METAL RAIN BRACKETS  
 - METAL RAIN CHIMNEYS

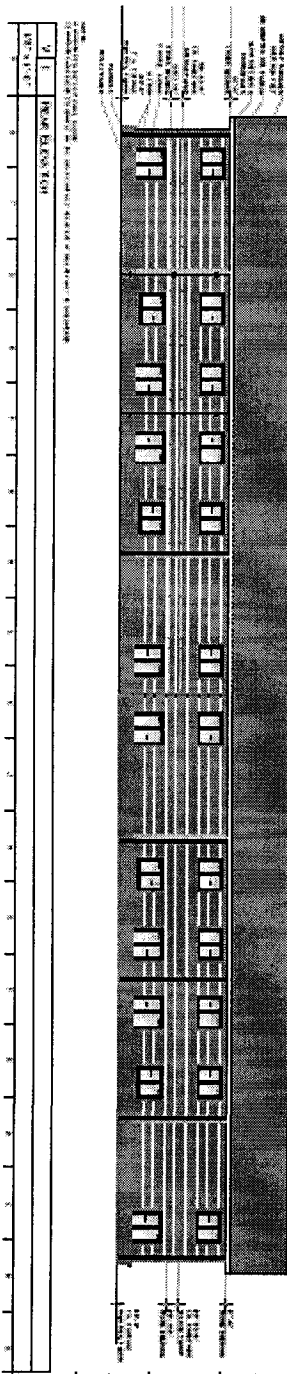
**EAST PARK ON STUB 6-R-10**  
 PREP ONLY  
 GRAND ISLAND, NE  
 ELEVATIONS

**AX-01**

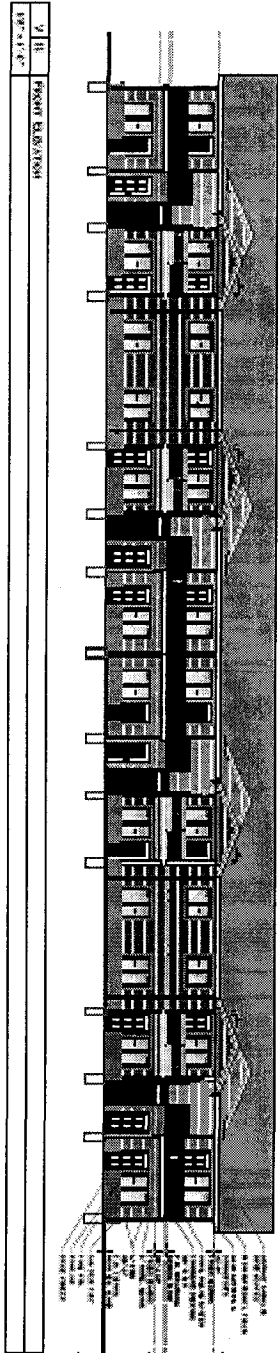
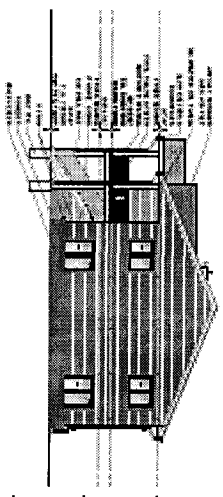
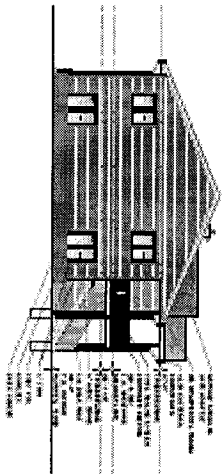
**Preliminary  
not for  
construction**

**951**  
 AUDIO  
 951 AUDIO





NO.	LEFT ELEVATION	NO.	RIGHT ELEVATION
TYPE	ELEV.	TYPE	ELEV.



NO.	DESCRIPTION	DATE
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Project Name: ...  
 Client: ...  
 Architect: ...  
 Date: ...  
 Scale: ...  
 Drawing No.: ...

Preliminary  
 not for  
 construction

156  
 151