

ENTERED AS INSTRUMENT NO

201702138

40.00

STATE OF NEBRASKA)
COUNTY OF HALL) SS

2017 APR 6 AM 9 15

Grant Parsons
ASSR/REGISTER OF DEEDS

CASH 40.00
CHECK _____

REFUNDS: _____
CASH _____
CHECK _____

* This Space Reserved for Register of Deeds *



201702138

SUBDIVISION AGREEMENT

STERLING ESTATES SEVENTH SUBDIVISION

(Lots 1 through 10, Block 1
Lots 1 through 8, Block 2)

In the City of Grand Island, Nebraska

The undersigned, NIEDFELT PROPERTY MANAGEMENT PREFERRED, LLC, a Nebraska Limited Liability Company, hereinafter called the Subdivider, as owner of a tract of land located in part of the Northwest Quarter (NW¼) of Section Twelve (12), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of Lot 4, Block 9, Sterling Estates Subdivision, said point also being the point of beginning; thence on an assumed bearing of N89°03'17"W, along the South line of the West ½ of the Northwest ¼, a distance of 384.50 feet; thence N00°52'40"E a distance of 550.00 feet; thence S89°03'17"E a distance of 22.59 feet; thence N00°52'40"E a distance of 194.93 feet; thence N89°03'17"W a distance of 22.14 feet; thence N00°52'40"E a distance of 300.00 feet to the Southwest corner of Lot 2, Block 9,

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

201702138

Sterling Estates Subdivision; thence S89°03'17"E, along the South line of Lot 2, Block 9, Sterling Estates Subdivision and the South line of Lots 1 and 2 Sterling Estates Fifth Subdivision, a distance of 432.15 feet to the Southeast corner of Lot 2, Sterling Estates Fifth Subdivision; thence S00°52'40"W, along the West line of Sterling Estates Fifth Subdivision, a distance of 424.93 feet to the Southwest corner of Lot 9, Sterling Estates Fifth Subdivision; thence N89°03'17"W a distance of 48.09 feet; thence S00°52'40"W, along a westerly line of Sterling Estates Subdivision, a distance of 620.00 feet to the point of beginning. Said tract contains a calculated area of 417,675 square feet or 9.59 acres more or less of which 1.56 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 STERLING ESTATES SEVENTH 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 STERLING ESTATES SEVENTH SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1. **Paving.** The Subdivider agrees to pave Pearl Place, Majestic Avenue and Royal Court in accordance with plans and specifications approved by the City's Director of Public

Works, and subject to the City's inspection. If the Subdivider fails to pave Pearl Place, Majestic Avenue and Royal Court, the City may create a paving district to perform such work. The Subdivider agrees to waive the right to object to the creation of any paving district for State Street, Pearl Place, Majestic Avenue and Royal Court where they abut the subdivision.

2. **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.

3. **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. A connection fee of Eight Thousand Seventy-Hundred Seventy-Five and 06/100 Dollars (\$8,775.06) is due upon the execution of this agreement. The remainder of the connection fee will be paid using the same pro-rata formula as additional parcels receive final subdivision approval.

4. **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.

5. **Sidewalks.** The Subdivider shall install and maintain all public sidewalks required by the City of Grand Island when the lots are built upon, and such sidewalk shall be regulated and required with the building permit for each such lot.

The Subdivider must select curb or conventional sidewalk for each street unless the requirement has been waived by Council.

Street Name	Curb sidewalk	Conventional Sidewalk	Sidewalk Requirement Waived by Council
Royal Court		X	NO
Pearl Place		X	NO
Majestic Avenue		X	NO
State Street			Yes (Existing City Trail)

6. **Access.** Lots Four (4) and Five (5) of Block Two (2) shall not be permitted driveway access onto State Street

7. **Easements.** Any easements shall be kept free of obstructions and the Subdivider shall indemnify the City for any removal or repair costs caused by any obstructions. In addition, the duty to maintain the surface of any easements to keep them clear of any worthless vegetation or nuisance shall run with the land.

8. **Engineering Data.** All final engineering plans and specifications for public improvements shall bear the signature and seal of a professional engineer registered in the State of Nebraska 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 improvements under construction shall be performed under the supervision of a professional engineer registered in the State of Nebraska, 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 professional engineer registered in the State of Nebraska shall be filed with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

9. **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 STERLING ESTATES SEVENTH SUBDIVISION, and that an abstract of title or title insurance commitment will be submitted for examination, if necessary, upon request of the City of Grand Island.

10. **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 March 29, ²⁰¹⁷~~2016~~.

NIEDFELT PROPERTY MANAGEMENT
PREFERRED, LLC, A Nebraska Limited
Liability Company, Subdivider

By: *John Niedfelt*
John Niedfelt, Manager

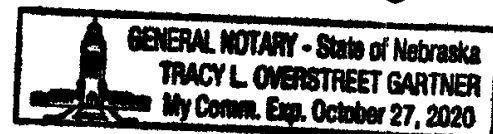
STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On March 29, ²⁰¹⁷~~2016~~, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Niedfelt, Manager of Niedfelt Property Management Preferred, LLC., a Nebraska Limited Liability Company, known personally to me to be the identical person and 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 the limited liability company.

WITNESS my hand and notarial seal the date above written.

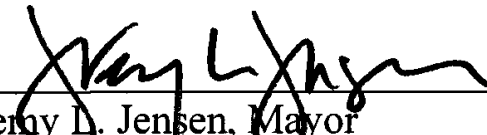
Tracy L. Overstreet Gartner
Notary Public


My commission expires: Oct. 27. 2020



201702138

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

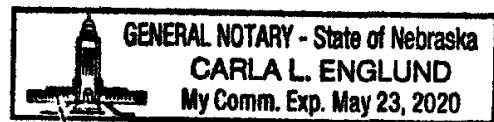
By: 
Jeremy L. Jensen, Mayor

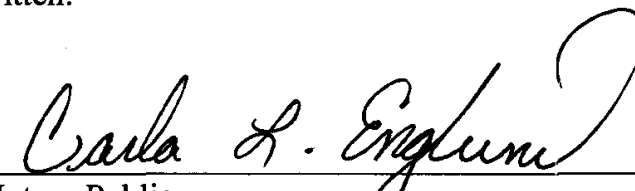
Attest: 
RaNae Edwards, City Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On March 29, 2018, 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 2016-243, and that the City's corporate seal was thereto affixed by proper authority.

WITNESS my hand and notarial seal the date above written.




Notary Public

My commission expires: May 23, 2020