

Entered as Document No.

96 107804

STATE OF NEBRASKA) SS
COUNTY OF HALL

'96 OCT 3 PM 2 23

Don Roush
REG. OF DEEDS

CASH 32.00

CHECK _____

REFUNDS: _____

CASH _____

CHECK _____

● THIS SPACE RESERVED FOR REGISTER OF DEEDS ●

*City Clerk
PO Box 1968
Grand Island, NE 68802*

SUBDIVISION AGREEMENT

FIRETHORNE ESTATES SUBDIVISION (Lots 1, 2, 3, and 4)

An Addition to the City of Grand Island, Nebraska

The undersigned, Thomas L. Anderson, a single person, Donald S. Roush and Marlene C. Roush, husband and wife, and Michael D. Roush, a single person, hereinafter called the Subdividers, as owners of a tract of land comprising parts of Lots Two (2), Three (3), and Four (4) Island; and part of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$); all in Section Twenty Seven (27), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., in Hall County, Nebraska, more particularly described as follows:

With reference to the West Quarter Corner of said Section Twenty Seven (27); thence running S 01°23'04" E on the west line of said Section Twenty Seven (27) for a distance of Three Hundred Forty Eight and Ninety One Hundredths (348.91) feet to the actual POINT OF BEGINNING; thence continuing S 01°23'04" E on the west line of Section Twenty Seven (27) for Sixty and Four

Hundredths (60.04) feet; thence N 89°49'49" E for Four Hundred Thirty Two and Eighty Six Hundredths (432.86) feet; thence S 01°19'26" E for Two Hundred Thirty Nine and Ninety Two Hundredths (239.92) feet; thence N 89°45'30" E for Two Hundred Twenty Seven and Thirty Three Hundredths (227.33) feet; thence S 01°23'07" E for Six Hundred Sixty One and Five Hundredths (661.05) feet to a point on a line surveyed by L.R. Rudd on July 13, 1937 and recorded in Hall County Surveyor's Book #1 on Page 486; thence N 89°55'19" E on aforesaid line for One Thousand Two Hundred Seventeen and Eighty Six Hundredths (1217.86) feet to the Northeast corner of said tract surveyed by L.R. Rudd; thence S 00°04'24" E on the east line of said tract surveyed by L.R. Rudd for Two and Fifty Six Hundredths (2.56) feet to a point on the south line of said Northeast Quarter of the Southwest Quarter (NE¼ SW¼); thence on an assumed bearing of N 90°00'00" E on the south line of said Northeast Quarter of the Southwest Quarter (NE¼ SW¼) for Seven Hundred Twenty Five and Sixty Three Hundredths (725.63) feet; thence N 00°57'18" W on the east line of said Northeast Quarter of the Southwest Quarter (NE¼ SW¼) for One Thousand Three Hundred Twenty One and Thirty Nine Hundredths (1321.39) feet to the northeast corner of said Northeast Quarter of the Southwest Quarter (NE¼ SW¼) (the Center of Section); thence S 89°46'37" E on the south line of said Lot Two (2), Island, for Two Hundred Seventy Nine and Fifty Six Hundredths (279.56) feet; thence N 00°32'55" W for Eight Hundred Eighteen and Nineteen Hundredths (818.19) feet; thence S 61°20'20" W for Nine Hundred Sixty Nine and One Tenth (969.10) feet; thence S 09°24'02" W for Eight Hundred Eighty Seven and Seven Hundredths (887.07) feet; thence S 01°26'02" E for Seven Hundred Thirty Five and Ninety Eight Hundredths (734.98) feet; thence S 89°55'19" W for Seven Hundred Twenty and Eighty Three Hundredths (720.83) feet; thence N 01°24'50" E for Four Hundred Seventy Six and Forty Seven Hundredths (476.47) feet; thence N 69°58'00" E for Three Hundred Fifty (350.0) feet; thence N 47°27'08" W for Three Hundred Sixty Two and Sixty One Hundredths (362.61) feet; thence S 89°49'49" W for Five Hundred Seven and Twenty Four Hundredths (507.24) feet; thence S 01°23'10" E for One Hundred Seventy Nine and Fifty Five Hundredths (179.55) feet; thence S 89°45'30" W for Two Hundred Twenty Seven and Twenty Five Hundredths (227.25) feet; thence N 01°19'27" W for Two Hundred Thirty Nine and Eighty Five Hundredths (239.85) feet; thence S 89°49'59" W for Four Hundred Ninety Two and Ninety Three Hundredths (492.93) feet to the

POINT OF BEGINNING, said tract containing 47.151 acres more or less;

desires to have subdivided as a subdivision the foregoing tract of land to be considered an addition to the corporate limits of the City of Grand Island, Nebraska, and hereby submit 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 **FIRETHORNE ESTATES 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 propose to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owners, 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 **FIRETHORNE ESTATES SUBDIVISION**, the Subdividers hereby consent and agree with the City of Grand Island, Nebraska, that they will install or provide at their expense the following improvements:

1. **Street Improvement.** The Subdividers agree to grade and gravel Midaro Drive in accordance with plans and specifications approved by the City's Director of Public Works, and subject to the City's inspection. The Subdividers shall maintain Midaro Drive to such specifications until such time that the right-of-way is paved to approved city standards. The Subdividers waive the right to protest the creation of any paving district for Midaro Drive where it abuts subdivision.

2. **Water.** Public water supply is not available to the subdivision therefore individual systems shall be permissible on an initial basis, however, the Subdividers waive the right to object to the creation of a water district within or abutting the subdivision. All easements shall be kept free of obstructions. The Subdividers shall indemnify the city of any removal/replacement/repair costs for obstructions in easements for construction of such district. All lots must be connected to such district within two years of district construction completion.

3. **Sanitary Sewer.** Public sanitary sewer main is not available to the subdivision therefore individual systems shall be permissible on an initial basis, however, the Subdividers waive the right to object to the creation of a sanitary sewer district within or abutting the subdivision. All easements shall be kept free of obstructions. The Subdividers shall indemnify the city of any removal/replacement/repair costs for obstructions in easements for construction of such district. All lots must be connected to such district within two years of district construction completion.

4. **Storm Drainage.** The Subdividers agree to grade all lots of the subdivision in conjunction with the structures thereon so that storm drainage is conveyed to a drainage system to be constructed by the Subdividers as per drainage plans approved by the Director of Public Works and subject to the City's inspection.

5. **Sidewalks.** Immediate construction shall be waived; however, the sidewalks shall be constructed by the property owner when directed to do so by the City Council.

6. **Flood Hazard.** Since the subdivision is within the delineated flood plain, all structures that are determined to be within the delineated flood plain shall have the lowest floor elevation to a minimum of one foot above the elevation of the 100-year flood, as determined by


the building permit received by the Subdivider or successors from the Building Department under the provisions of Neb. Rev. Stat. § 31-1019 R.R.S. 1943. No basement shall be constructed in connection with any structure in the flood plain unless such basement is floodproofed and certified as such by a qualified registered engineer or architect.


7. **Engineering Data.** All final engineering plans and specifications for improvements shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements.

7. **Warranty.** The undersigned owner as Subdivider, warrants that they are the owners in fee simple of the land described and proposed to be known as FIRETHORNE ESTATES SUBDIVISION, and that an abstract of title will be submitted for examination, if necessary, upon request of the City of Grand Island.


8. 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 "Subdividers" 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 Subdividers have not performed such conditions.

Dated May 9, 76

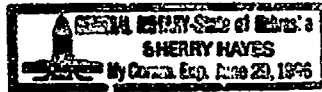

Thomas L. Anderson, Subdivider


Michael D. Roush, Subdivider


Donald S. Roush, Subdivider


Marlene C. Roush, Subdivider

STATE OF NEBRASKA)
COUNTY OF HALL)



96- 107804

On May 9 1996, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Thomas L. Anderson, a single person; Donald S. Roush and Marlene C. Roush, husband and wife; and Michael D. Roush, a single person, known personally to me to be the identical persons who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Sherry Hayes
Notary Public

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: Ken Ghadt
Ken Ghadt, Mayor

Attest: Cindy K. Cartwright
Cindy K. Cartwright, City Clerk