

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

COMMUNITY COLLEGE SECOND SUBDIVISION

Lots 1-7 Inclusive

In the City of Grand Island, Hall County Nebraska

The undersigned, CENTRAL COMMUNITY COLLEGE, hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

A TRACT OF LAND IN PART OF THE SOUTHWEST QUARTER OF SECTION TWENTY-NINE (29), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 29, T11N, R9W; THENCE ON AN ASSUMED BEARING OF N88°59'48"W, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 29, A DISTANCE OF 248.25 FEET; THENCE N01°01'13"E A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF US HIGHWAY 34, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N88°59'48"W, ALONG SAID NORTH RIGHT OF WAY LINE OF US HIGHWAY 34, A DISTANCE OF 973.18 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF TECH DRIVE; THENCE

N00°25'24"W, ALONG SAID EAST RIGHT OF WAY LINE OF TECH DRIVE, A DISTANCE OF 753.67 FEET; THENCE N11°38'03"W, ALONG SAID EAST RIGHT OF WAY LINE OF TECH DRIVE, A DISTANCE OF 309.14 FEET; THENCE N00°25'02"W, ALONG SAID EAST RIGHT OF WAY LINE OF TECH DRIVE, A DISTANCE OF 223.67 FEET TO A POINT ON THE SOUTH LINE OF THE CITY OF GRAND ISLAND ELECTRIC AND DRAINAGE RIGHT OF WAY LINE; THENCE N89°23'55"E, ALONG SAID SOUTH LINE, A DISTANCE OF 890.65 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF WORTMAN DRIVE, SAID POINT ALSO BEING A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, ALONG SAID WEST RIGHT OF WAY LINE OF WORTMAN DRIVE, HAVING A DELTA ANGEL OF 29°03'45", HAVING A RADIUS OF 230.00 FEET, AND CHORD BEARING S41°38'07"E A CHORD DISTANCE OF 115.42 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, ALONG SAID WEST RIGHT OF WAY LINE OF WORTMAN DRIVE, HAVING A DELTA ANGEL OF 56°10'10", HAVING A RADIUS OF 170.00 FEET, AND CHORD BEARING S28°04'55"E A CHORD DISTANCE OF 160.06 FEET; THENCE S00°00'10"W, ALONG SAID WEST RIGHT OF WAY LINE OF WORTMAN DRIVE, A DISTANCE OF 1079.01 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 1275417.43 SQUARE FEET OR 29.280 ACRES MORE OR LESS OF WHICH 0.556 ACRES IS NEW DEDICATED ROAD RIGHT-OF-WAY;

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 COMMUNITY COLLEGE SECOND 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

COMMUNITY COLLEGE SECOND 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 Tech Drive 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 Tech Drive, 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 Tech Drive where it abuts 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.

4. **Storm Drainage.** The Subdivider agrees to provide and maintain positive drainage from all lots, according to the drainage plan, 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. If the Subdivider fails to grade and maintain such drainage the City may create a drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

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
Tech Drive		X	NO
Wortman Drive		X	NO
U.S. Highway 34			Yes due to existing trail on college property

6. **Electric.** The Subdivider agrees to install all conduit, both primary and secondary, as well as all necessary transformer pads in the subdivision in accordance with plans and specifications approved by the Utilities Department, and subject to the City's inspection.

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. **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.

9. **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.

10. **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 COMMUNITY COLLEGE SECOND 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.

11. **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 1/6, 202³.

CENTRAL COMMUNITY COLLEGE,
Subdivider

By: 
Matt Gotschall, President

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On January 4, 202³, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Matt Gotschall, President, Central Community College, known personally to me to be the

