Hall County Regional Planning Commission

Wednesday, July 11, 2007

Regular Meeting Packet

Commission Members:

John Amick	Hall County	
Karen Bredthauer	Grand Island	
Scott Eriksen	Grand Island	
Mark Haskins	Hall County	Vice Chairperson
Bill Hayes	Doniphan	
Dianne Miller	Grand Island	
Jaye Montor	Cairo	
Robert (Bob) Niemann	Grand Island	
Pat O'Neill	Hall County	Chairperson
Deb Reynolds	Hall County	
Leslie Ruge	Alda	Secretary
Don Snodgrass	Wood River	

Regional Planning Director: Chad Nabity

Technician: Edwin Maslonka

Secretary: Barbara Quandt

6:00:00 PM
Council Chambers - City Hall
100 East First Street

Call to Order

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

Individuals who have appropriate items for Commission consideration should complete the Request for Future Agenda Items form located at the Regional Planning Office on the second floor of City Hall. If the issue can be handled administratively without Commission action, notification will be provided. If the item is scheduled for a meeting, notification of the date will be given.

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

This is an opportunity for individuals wishing to provide input on any of tonight's agenda items to reserve time to speak. Please come forward, state your name and address, and the Agenda topic on which you will be speaking.

DIRECTOR COMMUNICATION

This is an opportunity for the Director to comment on current events, activities, and issues of interest to the commission.

Hall County Regional Planning Commission

Wednesday, July 11, 2007
Regular Meeting

Item .A1

Summary Page

Staff Recommendation Summary

Staff Contact: Chad Nabity

Staff Recommendation Summary
For Regional Planning Commission Meeting
July 11, 2007

4. **Request for Conservation Easement** - Concerning a Conservation Easement. Sections 13 and in Township 14 9N, Range 11 W. of the 6th P.M. The Nature Conservancy owns the property and is proposing to sell it with the conservation easement as attached. (C-20-2007HC) (See full recommendation.)

5. **Public Hearing** – Concerning an amendment to the Grand Island Zoning Map from RD Residential Development District to Amended RD Residential Development District to permit subdivision of estate lot with two similar size lots. Subdivision located on a tract of land comprising all of Block Six (6), Ponderosa Lake Estates Subdivision in the City of Grand Island, Nebraska, and containing 3.463 acres, more or less. (C-21-2007GI) (See full recommendation.)

   Preliminary Plat – Ponderosa Lake Estates Sixth Subdivision located north of West Schimmer Drive, and west of Highway 281, at 72 Ponderosa Drive, Grand Island, Nebraska (2 lots)

   Final Plat – Ponderosa Lake Estates Sixth Subdivision located north of West Schimmer Drive, and west of Highway 281, at 72 Ponderosa Drive, Grand Island, Nebraska. (2 lots)

6. **Public Hearing** - Concerning the Readoption of the Wood River Zoning Map and Extension of Extraterritorial Jurisdiction. (C-22-2007WR) (See full recommendation.)

7. **Public Hearing** - Concerning a change of zoning for a tract of land comprising a part of the Southwest Quarter (SW1/4SW1/4) of Section Twenty-Nine (29), Township Eleven (11) North, Range Nine (9) in Grand Island, Hall County, Nebraska, from RO Residential Office to B2 General Business Zone. This property is located north of Highway 34 and east of Highway 281. (C-23-2007GI) (See full recommendation.)

8. **Final Plat** – MJ Subdivision located south of Hwy. 34 and west of Stuhr Rd. in the City of Grand Island, Hall County, Nebraska. (2 lots)

9. **Budget Approval** - Discuss and approve the proposed budget for the 2007-2008 fiscal year.

Hall County Regional Planning Commission

Wednesday, July 11, 2007
Regular Meeting

Item E1

Minutes - June 6, 2007 Meeting

Minutes of the the June 6, 2007 RPC Meeting

Staff Contact: Chad Nabity

THE REGIONAL PLANNING COMMISSION OF HALL COUNTY, GRAND ISLAND, WOOD RIVER AND THE VILLAGES OF ALDA, CAIRO, AND DONIPHAN, NEBRASKA

Minutes
for
June 6, 2007

The meeting of the Regional Planning Commission was held Wednesday, June 6, 2007, in the Council Chamber - City Hall - Grand Island, Nebraska. Notice of this meeting appeared in the "Grand Island Independent" May 26, 2007.

Present:	Pat O'Neill	Dianne Miller
	Bob Niemann	Leslie Ruge
	Jaye Monter	Don Snodgrass
	Bill Hayes	Karen Bredthauer
	John Amick	Mark Haskins
Absent:	Debra Reynolds, Scott Eriksen	
Other:	Mitch Nickerson, Steve Riehle	
Staff:	Chad Nabity, Barbara Quandt	
Press:	GI Independent, Tracy Overstreet	

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1. **Call to order.**

   Chairman O'Neill called the meeting to order at 6:02 p.m. He stated that this was a public meeting subject to the open meetings laws of the State of Nebraska. He noted that the requirements for an open meeting were posted on the wall in the room and easily accessible to anyone who may be interested in reading them.

2. **Minutes of May 2, 2007 meeting.**

   A motion was made by Hayes and seconded by Miller to approve the Minutes of the May 2, 2007.

The motion carried with 8 members present voting in favor (O'Neill, Miller, Niemann, Ruge, Hayes, Bredthauer, Amick, Snodgrass) and 2 members present abstaining (Haskins, Monter).

3. Request time to speak.

No one requested a time to speak.

4. Public Hearing - Concerning proposed amendments to Section 36.27 of the Grand Island City Code relative to Accessory Building and Uses, specifically to include definitions and regulations on Portable Storage Units. (C-19-2007GI)

Chairman O'Neill opened the above mentioned Public Hearing. Nabity presented. Nabity stated that portable storage units have been used across the United States for the past several years, and often lead to issues with zoning. Most of those issues arising due to the length of time property owners leave them on their property. These units are designed to be delivered to a property where the property owner loads them and then asks the company to return to haul the container to a warehouse for storage. These units are also used by people moving from one place to another. The property owner loads the unit at their current residence and then it is delivered to their new residence. An additional use for these units is during a remodeling, or recarpeting, project where they are used to store household items. The City staff suggested the following additions to the Grand Island Zoning regulations pertaining to Portable Storage Units:

§36-27.01 Portable Storage Units

For the purposes of this section the following definitions shall apply:

Definitions:

Portable storage unit means any container designed for the storage of personal property which is typically rented to owners or occupants of residential (single or multi-family) property for their temporary use and which is delivered and removed by truck.

Site means a piece, parcel, tract, lot, or plot of land occupied or to be occupied by one or more residential buildings or uses and their accessory buildings and accessory uses which are generally considered to be one unified parcel.

Number, Duration and Removal

Portable storage units for on-site storage. There shall be no more than one portable storage unit per site; said unit shall be no larger than eight (8) feet wide, sixteen (16) feet long and eight (8) feet high. No portable

storage unit shall remain at a site in a residential district in excess of fifteen (15) consecutive days.

The building official may permit the placement of a portable storage container on a residential property for more than fifteen (15) days, subject to the building setback requirements, provided that the property owner has a valid building permit or can demonstrate that extenuating circumstances exist to justify the extension. Extenuating circumstances shall include but not be limited to: disaster such as tornado; flood, or fire.

Placement

Portable storage units shall be placed only in the driveway or back yard and be set back a minimum of ten (10) feet from the front property line or five (5) feet from the rear property line.

Signage

Signs on any portable storage container shall not exceed two (2) in number not more than six (6) square feet each, not to exceed one (1) per side. In the event that a building official grants an extension to the fifteen (15) day time limit, all signs must be removed or covered.

Placard

All portable storage containers must include a "placard" not to exceed one (1) square foot in area which is clearly visible from the right-of-way which includes the container Identification Number, date of placement on the property, date that removal is required, and a local or toll free telephone number of the company.

Discussion followed regarding these proactive measures. Members agreed, following discussion, that the allowable length of the container should be changed from sixteen (16) feet to twenty (20) feet and the allowed length of time the unit may be left at a residence should be changed from fifteen (15) days to twenty-one (21) days.

Chairman O'Neill closed the public meeting.

A motion was made by Amick, and seconded by Ruge, to recommend the approval of the proposed amendments to Section 36.27 of the Grand Island City Code relative to Accessory Building and Uses with the changes discussed.

A roll call vote was taken and the motion passed with 10 members present (O'Neill, Ruge, Hayes, Niemann, Miller, Amick, Monter, Haskins, Bredthauer, Snodgrass) voting in favor.

CONSENT AGENDA

5. **Final Plat** - Sheeks Subdivision located on the east side of Highway 11 between Prairie Road and Chapman Road in Hall County, Nebraska. (1 lot)

6. **Final Plat –** Westgate Ninth Subdivision located on the east of North Road, between Old Potash Highway and Stolley Park Road, in the City of Grand Island Hall County, Nebraska. (9 lots)

The Consent Agenda was considered by the Commission members.

A motion was made by Miller and seconded by Niemann, to approve Consent Agenda Items 5 and 6 as presented.

A roll call vote was taken and the motion passed with 10 members present (O'Neill, Ruge, Hayes, Monter, Haskins, Snodgrass, Bredthauer, Niemann, Miller, Reynolds) voting in favor.

8. Planning Director's Report

Nabity congratulated Les Ruge, and presented him with the NPZA District 2 Appointed Official Award plaque. This award was announced at the February 2007 NPZA Conference.

Nabity stated that a committee would need to be formed to determine the winner of the 2007 Community Beautification Award from the nominations presented. Amick, O'Neill and Bredthauer volunteered to be on the committee.

Nabity reported that a 2007 Budget Committee would be needed. Hayes, Miller and Monter volunteered to be on the Budget Committee.

Amick asked if any new information regarding the proposed flood plain maps had been made available. Nabity reported that he had not received any new flood plain information. Amick requested Nabity to forward a message to the officials making the decisions regarding those maps that they causing issues for the realtors. He stated that, since the proposed maps are out, realtors are responsible for disclosure of those maps to clients.

9. Next meeting July 11, 2007

10. Adjourn

Chairman O'Neill adjourned the meeting at 6:40 p.m.

_____

Leslie Ruge, Secretary

by Barbara Quandt

Hall County Regional Planning Commission

Wednesday, July 11, 2007
Regular Meeting

Item -1

Request for Conservation Easement

Concerning a Conservation Easement - Sections 13 and in Township 14 9N, Range 11 West of the 6th P.M. The Nature Conservancy owns the property and is proposing to sell it with the conservation easement.

Staff Contact: Chad Nabity

Agenda Item 4

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:
June 25, 2007

SUBJECT: *Conservation Easement C-20-2007HC*

PROPOSAL: John Heaston, Director of the Platte River Program, of the Nature Conservancy has submitted a request to Hall County for the approval of a conservation easement on property owned by the Nature Conservancy in the NE ¼ of 14-9-11 and the NW ¼ 13-9-11. This property is located north of Platte River Drive at 90th Road.

The Hall County Board of Supervisors is expected to forward this matter to the planning commission per statutory requirements at their meeting on July 10, 2007.

OVERVIEW:

The Nature Conservancy currently owns this property and wishes to sell it to a local farmer. The Nature Conservancy is willing to sell the property but wishes for it to remain agricultural property in perpetuity. As such, they are proposing to place a conservation easement on the property with rights to enforce that easement remaining with The Nature Conservancy. The buyer of the property is agreeable to the easement and subsequent restrictions on use. As defined by NRSS §76-2112, The Nature Conservancy is eligible to receive, hold and enforce the conservation easement.

A recommendation on this easement to determine conformity with the Comprehensive Plan is required by State Statutes.

Site Analysis

Current zoning designation:	AG1-Agriculture Primary District AGV-Valentine Soil Overlay District AG-R-River Corridor Agricultural District
Permitted and conditional uses:	Agriculture and Agriculture Related Issues with specific limitations based on the zoning district
Comprehensive Plan Designation:	Agriculture and River Protection Corridor
Existing land uses:	Rented Farm Ground Owned by the Nature Conservancy
Site constraints:	Flood Plain over portions of the site

Adjacent Properties Analysis

Current zoning designations:	**North and West**: AG-R-River Corridor Agricultural District **South and East**: AG1-Agriculture Primary District and AGV-Valentine Soil Overlay District
Comprehensive Plan Designation:	**North**: Commercial/Medium Density Residential **South**: Commercial **East**: Public **West**: Commercial
Existing land uses:	Farm Ground

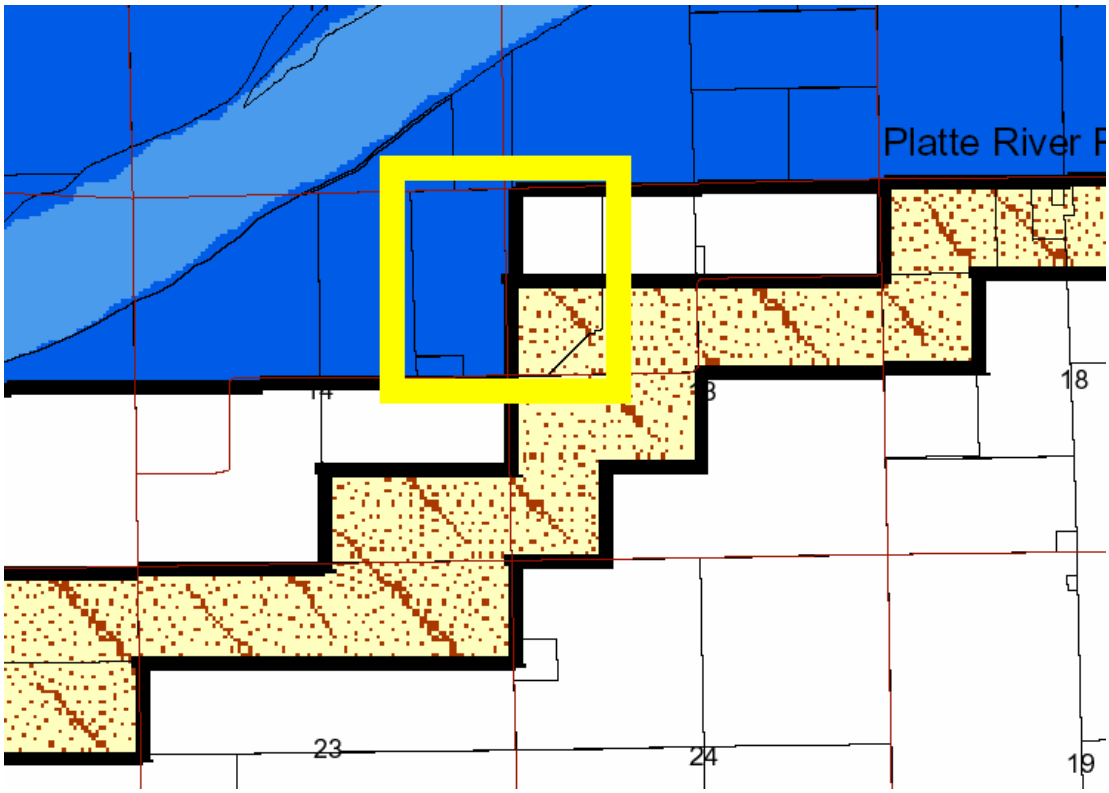


Figure 1. Zoning Map with proposed Easement Highlighted

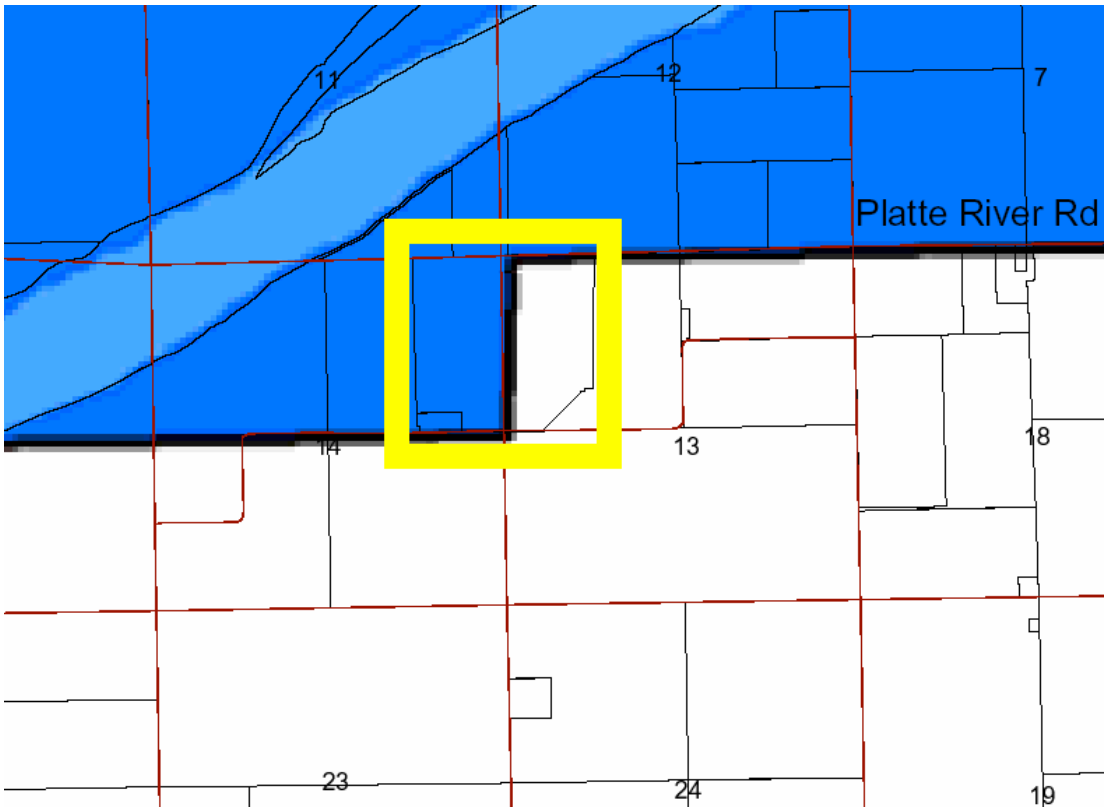


Figure 2. Future Land Use Map with Proposed Easement Highlighted

EVALUATION:

The easement is proposed on property that is zoned for agricultural purposes and planned to be used for agricultural purposes for the foreseeable future. There are some development constraints on the property because a portion of the property is located within the flood plain.

Hall County Comprehensive Plan General Land Use Policies

Goal 1

Hall County should manage the land in a cost-effective and efficient manner while protecting the environment and natural resources, as well as maintaining and increasing land values. Guiding future growth and development in Hall County towards a compact pattern of land uses based upon the efficient and economical expansion of public infrastructure will continue to maintain and improve the quality of life for Hall County residents.

1.1.7 Discourage and minimize leapfrog development outside of cities and villages.

1.1.8 Hall County should allow agricultural production in all areas in which agricultural uses are appropriate, and non-agricultural development in agricultural areas should be allowed in specifically designated areas which does not negatively impact the agricultural uses.

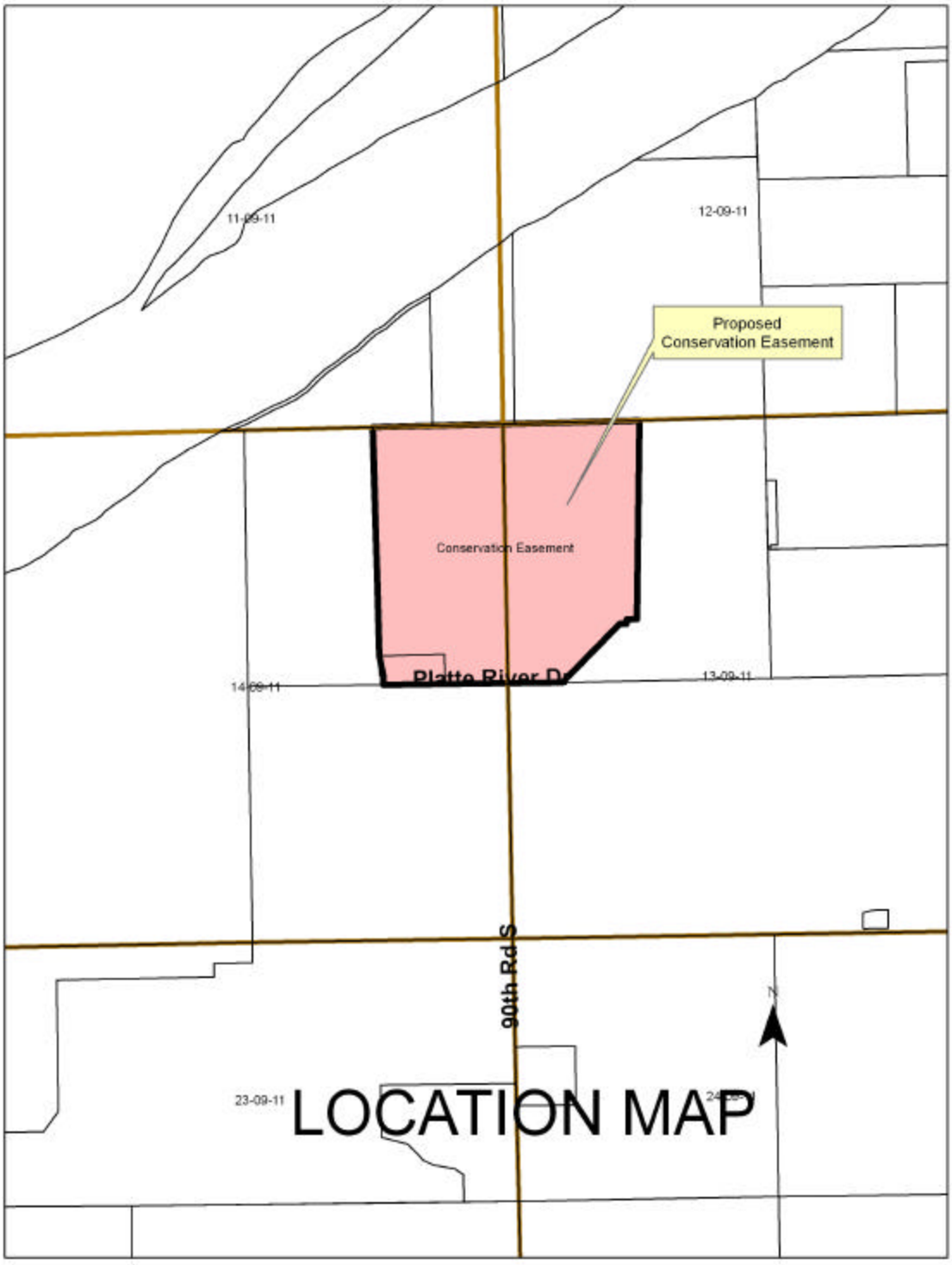
1.2.5 Encourage low to zero non-farm densities in prime farmland areas and other agricultural districts by providing residential lot size requirements and proper separation distances between residential and agricultural uses.

It would appear that based on the current zoning, the future land use plan for the county, the desire of the county as expressed in the comprehensive plan general land use policies 1.1.7, 1.1.8, 1.2.5 that it would be in conformance with the Hall County Comprehensive Plan to permit this conservation easement.

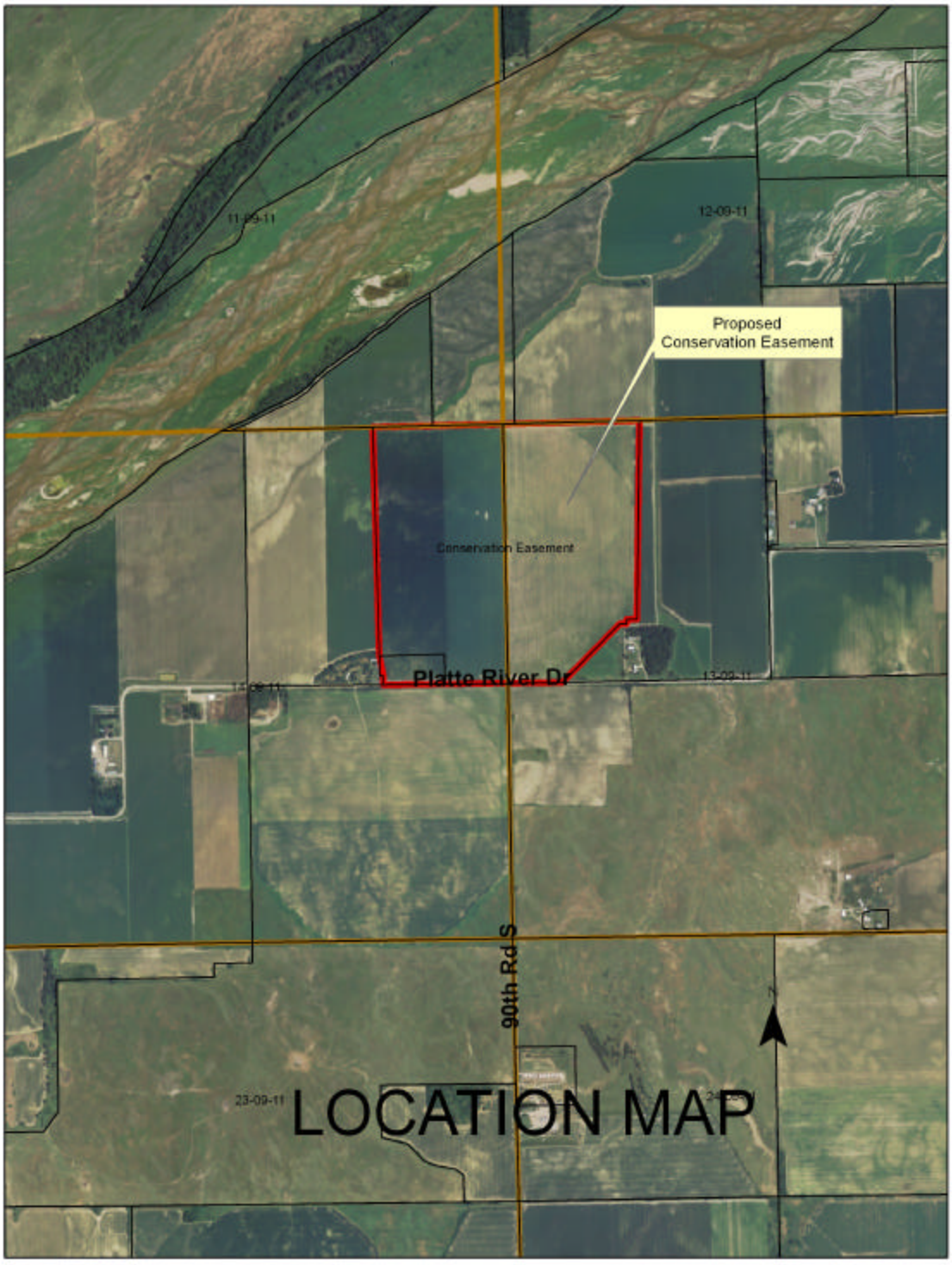
RECOMMENDATION:

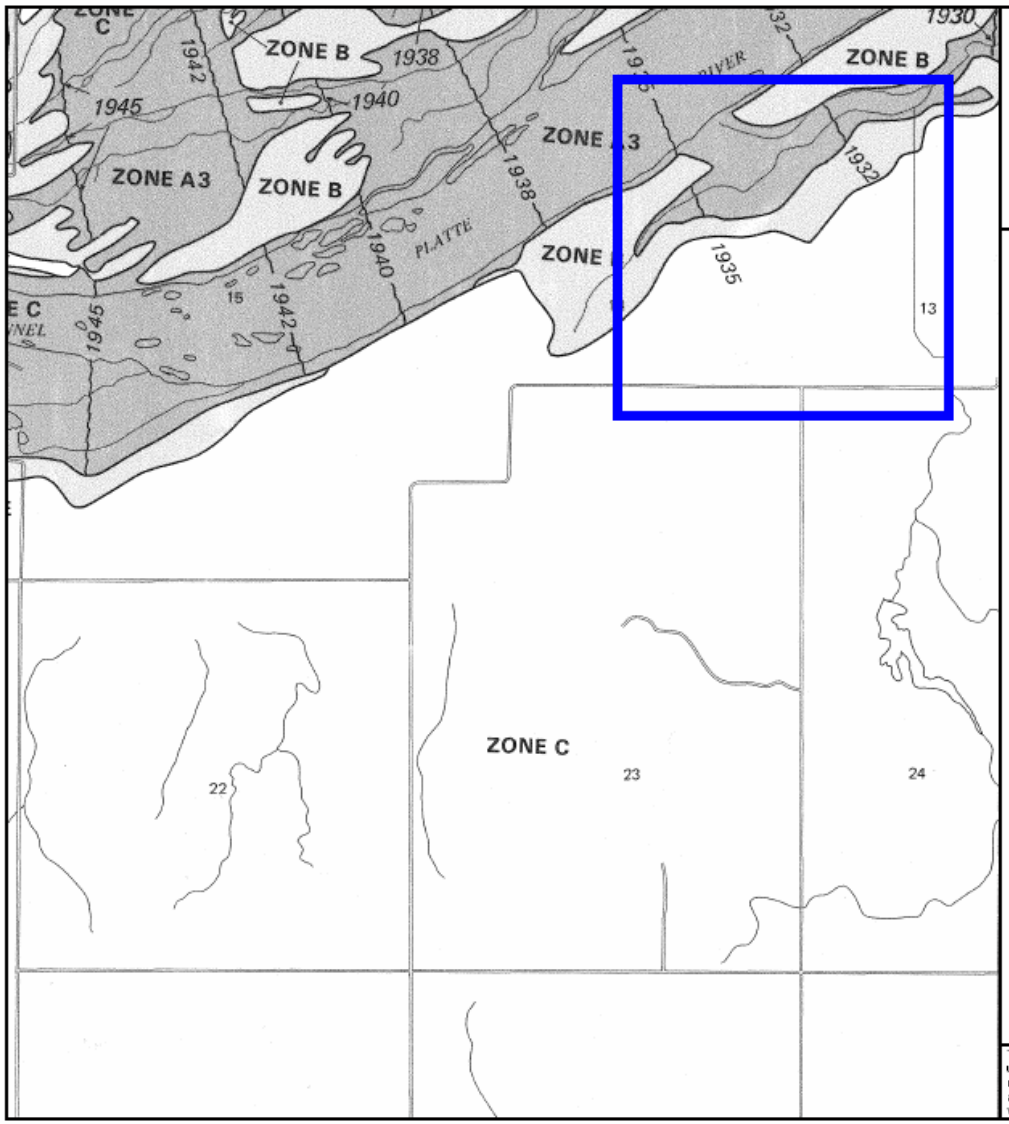
That the Regional Planning Commission recommends that the Hall County Board **approve** this request for a conservation easement as presented.

_____ Chad Nabity AICP, Planning Director



LOCATION MAP


Proposed
Conservation Easement
Conservation Easement
Platte River Dr
90th Rd S
12-09-11
23-09-11
LOCATION MAP



APPROXIMATE SCALE

0 2000 FEET

NATIONAL FLOOD INSURANCE PROGRAM

FIRM

FLOOD INSURANCE RATE MAP

COUNTY OF
HALL,
NEBRASKA
(UNINCORPORATED AREAS)

PANEL 125 OF 150

COMMUNITY-PANEL NUMBER
310100 0125 B

EFFECTIVE DATE:
AUGUST 1, 1980

U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT
FEDERAL INSURANCE ADMINISTRATION

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT Version 1.0. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. Futher information about National Flood Insurance Program flood hazard maps is available at www.fema.gov/mit/tsd.

PDF Create Date: 6/29/2007 [created at scale and type A]

The Nature Conservancy
SAVING THE LAST GREAT PLACES ON EARTH

Platte River Project Office
PO box 144
Cozad, NE 69130
308-784-5336 (p)
308-784-5326 (f)

June 21, 2007

Chad Nabity
Planning Director
Regional Planning Commission of Hall County
100 E. 1st Street
P.O. Box 1968
Grand Island, NE 68802-1968

Dear Mr. Nabity,

Please find enclosed a copy of a proposed conservation easement that The Nature Conservancy proposes to hold over a tract of land in Hall County. The legal description of the property, currently owned by the Conservancy but to be transferred to a private party subject to the terms of the conservation easement, is as follows:

A tract of land comprising a part of the East Half of the Northeast Quarter (El/2NEI/4) of Section Fourteen (14); And part of the West Half of the Northwest Quarter (WI/2NW1/4) of Section Thirteen (13), all in Township Nine (9), Range Eleven (11) West of the 6th P.M., in Hall County, Nebraska more particularly described as follows:
Beginning at a point on the South line of said Northeast Quarter (NEI/4) of said Section Fourteen (14), said point being Twenty-eight (28) feet East of the Southwest corner of said E1/2NE1/4; thence Northerly parallel to the West line of said E1/2NE1/4, a distance of One Hundred Sixteen (116.0) feet; thence Westerly parallel to the South line of said NEI/4, a distance of twenty-eight (28.0) feet to the West line of said E1/2NEI/4; thence Northerly along the West line of said EI/2NEI/4 a distance of Two Thousand Five Hundred Seven and Seven Hundredths (2,507.07) feet to the northwest corner of said E1/2NE1/4; thence Easterly along the North line of said Section Fourteen (14), a distance of One Thousand Three Hundred Twenty (1,320.0) feet to the Northwest corner of said Section Thirteen (13); thence Easterly along the North line of said Section Thirteen (13), a distance of One Thousand Three Hundred Twenty One (1,321.0) feet to the Northeast corner or said W1/2NE1/4; thence Southerly along the East line of said W1/2NW1/4, a distance of Two Thousand Thirty-two and Forty-two Hundredths (2,032.42) feet; thence Westerly parallel to the South line of said Northwest Quarter (NWI/4) a distance of One Hundred Twenty-eight and Ninety-five Hundredths (128.95) feet; thence Southerly parallel to the East line of said WI/2NW1/4, a distance of Forty-Five (45.0) feet; thence Westerly parallel to the South line of said Northwest Quarter (NWI/4) a distance of Sixty-five and One Tenth (65.1) feet; thence deflecting left 45° 25' 55" and running Southwesterly, a distance of Seven Hundred Eighty-eight and Fifteen Hundredths (788.15) feet to the South line of said Northwest Quarter (NWI/4); thence Westerly along the South line of said Northwest Quarter (NWI/4), a distance of Five Hundred Seventy-four and Ninety-four Hundredths (574.94) feet to a Southwest corner of said Northwest Quarter (NWI/4); thence Westerly along the South line of said Northeast Quarter (NE1/4) of Section Fourteen (14), a distance of One Thousand Two Hundred Eighty-Four and Thirty-Eight Hundredths (1,284.38) feet to the place of beginning.

Pursuant to Nebraska law, the Conservancy is submitting this legal instrument for review by the local planning authority. Under Neb. Rev. Stat Section 76-2,112 (3), the local authority has 60 days after submission of the easement within which to review the conservation easement to determine whether it is in conformity with local comprehensive planning and to provide comments or approval to the submitting party. If you have any questions please feel free to contact me via email @ jheaston@tnc.org or by phone 308-784-5336.

Sincerely

John T. Heaston
Director, Platte River Program
The Nature Conservancy, Nebraska Chapter

cc. Troy Rainforth

CONSERVATION EASEMENT

This is a CONSERVATION EASEMENT granted this __ day of _____, 2007, by _____ (the "Grantor"), to The Nature Conservancy, a non-profit corporation of the District of Columbia.

RECITALS:

A. PROTECTED PROPERTY. Grantor is the owner in fee simple of approximately 153.25 acres of real property in Hall County, Nebraska, which is legally described in Exhibit A attached hereto and incorporated by reference herein ("Protected Property").

B. CONSERVATION VALUES. The Protected Property, in its present state, has significant natural, aesthetic, scientific and educational values as a "relatively natural habitat of fish, wildlife, or plants or similar ecosystem," as that phrase is used in Section 170(h)(4)(A)(ii) of the Internal Revenue Code, as that section may be amended from time to time, and in the regulations promulgated thereunder (collectively, "Conservation Values").

In particular, the Protected Property is located in the Central Platte River conservation area. The Platte River and its associated riparian lands contains critical migratory bird habitat for over 230 species of migratory birds each spring and fall. Migratory waterbirds that pass through the conservation area include ducks, geese and herons. The continent's largest population of sandhill cranes utilizes this portion of the Platte River each spring. The area also provides critical migratory stopover habitat for whooping cranes. The Protected Property, which consists primarily of crop fields adjacent to grasslands and the Platte River channel, is important as buffer that contributes to the ecological viability of core conservation lands adjacent to and in the vicinity of the Protected Property and also as a daytime use area for migratory bird species. Migrating bird species, including migratory sandhill cranes and whooping cranes, use this type of land during the day for activities such as loafing, courting and consumption of waste grains. Thus, the Protected Property is an important part of the ecological system as it and other similar lands provide much needed use and feeding opportunities for wide-ranging species. Maintenance

functional integrity of river roost areas on adjacent and nearby properties from the types of human disturbance and activity that would affect use of both the Protected Property and the adjacent and nearby natural areas by sandhill and whooping cranes. Preservation of the Protected Property as open space/agricultural land also ensures a lack of visual obstruction that would hamper the natural habitat of nearby natural property and use of that habitat by migratory birds. Further, the maintenance of the Protected Property in its current agricultural state also allows nearby conservation lands to be managed in ways that might not be possible with more intensive human use of the Protected Property, such as with prescribed fire. Primary threats to the current use of the Protected Property are conversion to incompatible uses such as rural residential housing, mining for sand and/or gravel, and construction of aerial obstructions, and it is these types of uses this Conservation Easement is designed to prohibit. In summary, the goal of preserving the Protected Property in its current state as agricultural land is to protect the Property as open space/agricultural land for the values it provides to wildlife as highly used day use areas, as secondary roost areas, and as buffers to roost sites.

C. EXISTING USES AND IMPROVEMENTS: The Protected Property has historically been used for production agriculture, grazing and haying, which shall continue to be permitted uses. Improvements on the Protected Property consist of two irrigation wells and a center pivot irrigation system.

The Conservation Values of the Protected Property have not been and are not likely to be adversely affected to any substantial extent by uses of the Protected Property for production agriculture purposes to include grazing and haying which presently exist on the Protected Property or which are authorized under this Easement.

D. QUALIFIED ORGANIZATION. The Conservancy is a non-profit corporation created to preserve and conserve natural areas for aesthetic, scientific, charitable and educational purposes and is an organization qualified under Section 170(h) of the Internal Revenue Code, as that section may be amended from time to time, and in the regulations promulgated thereunder, to receive qualified conservation contributions.

GRANT OF CONSERVATION EASEMENT:

For and in consideration of the facts above recited and of the mutual covenants, terms, conditions, and restrictions herein contained and pursuant to the laws of the State of Nebraska and in particular Nebraska Code Sections 76-2,111 to 76-2,118, the Grantor hereby grants and conveys unto the Conservancy, its successors and assigns forever a Conservation Easement in perpetuity over the Protected Property consisting of the following terms and conditions ("Easement"):

1. PURPOSE. It is the purpose of this Easement to assure that the Protected Property will be retained forever substantially undisturbed in its agricultural, open space and buffer condition and to prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values of the Protected Property. Grantor intends that this Easement will confine the use of the Protected Property to activities that are consistent with the

purpose of this Easement.

2. PROHIBITED USES/RESTRICTIONS. Any activity on or use of the Protected Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited except as provided in paragraph 3 below:

2.1. Commercial Activity. There shall be no industrial or commercial activity undertaken or allowed on the Protected Property. No right of passage shall be granted or retained across or upon the Protected Property if that right of passage is used in conjunction with such prohibited activities.

2.2. Structures. There shall be no construction or placing of any house, garage, barn or other building, tennis or other recreational court, landing strip, mobile home, swimming pool, fence or sign (other than those permitted, required or allowed by the Conservancy for appropriate management, prevention of hunting or trespass, etc.), asphalt, concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line, sodium vapor light or any other temporary or permanent structure or facility on the Protected Property. Additionally, there shall be no placing of wind-generation turbines on the protected property.

2.3. Subdivision. The Protected Property may not be divided, partitioned, subdivided or conveyed except in its current configuration as an entity.

2.4. Mining. There shall be no mining, drilling, exploring for or removal of minerals, including sand and gravel, from the Protected Property.

2.5. Topography. There shall be no ditching; draining; diking; filling; excavating; removal of topsoil, sand, gravel, rock, or other materials; or any change in the topography of the land in any manner except in conjunction with activities otherwise specifically authorized herein.

2.6. Water. There shall be no manipulation or alteration of drainage courses, surface or subsurface springs or any activities on or uses of the Protected Property detrimental to water purity or quality.

2.7. Dumping. There shall be no dumping of trash, noncompostable garbage, hazardous or toxic substance or other unsightly or offensive material.

2.8. Roads. There shall be no building of new roads or other rights of way.

2.9. Animals. There shall be no confined animal feedlots permitted on the Protected Property.

2.10. Density. Neither the Protected Property nor any portion of it shall be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws,

regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other lands pursuant to a transferrable development rights scheme, cluster development arrangement or otherwise.

3. GRANTOR'S RESERVED RIGHTS. The Grantor reserves for Grantor, Grantor's heirs, successors and assigns, all rights as owners of the Protected Property to use the Protected Property for all purposes that are not expressly prohibited herein and are not inconsistent with this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

3.1. Conveyance. Grantor may sell, give, mortgage, lease or otherwise convey the Protected Property, provided that such conveyance is subject to this Easement and written notice is provided to the Conservancy in accordance with paragraph 6.5 below.

3.2. Agricultural Uses. Notwithstanding the foregoing, the Protected Property may be used for grazing cattle; cutting, baling and removing hay; and other agricultural uses, including row crop agriculture, and passage may be allowed across or upon the Protected Property in conjunction with this permitted activity. Grantor may enroll the Property in appropriate governmental farm programs that are not inconsistent with the purposes of this Conservation Easement, including but not limited to the Conservation Reserve Program, the Wetland Reserve Program or any other program of the United States Department of Agriculture, and may enter into additional agreements or grant additional easements as required for enrollment in such programs.

3.3. Signs. Grantor may place interpretive signs and "no hunting," "no trespassing" or similar signs on the Protected Property.

3.4. Native Species. Grantor may undertake to restore and enhance the native plant and animal communities on the Protected Property under an ecological management plan which has received the prior written approval of the Conservancy.

3.5. Fences, Water Pipelines, Windmills, Tanks and Corrals. Grantor may, but shall not be obligated to install, repair, replace, maintain, improve or remove any fencing located on the Protected Property as of the date of this Easement. Newly constructed boundary or pasture-division fences must allow for reasonable wildlife passage through the Protected Property, but other fencing may exclude wildlife from haystacks, newly-seeded areas, and temporary vegetative restoration areas. Grantor may install, repair, replace, maintain, improve, or remove existing agricultural water facilities (including wells, water pipelines, and tanks) and develop new water resources and facilities for wildlife habitat enhancement and other uses provided for herein; provided that any maintenance, repair, reconstruction, construction or development activities may not cause impairment of the Conservation Values of the Protected Property.

3.6. Preservation. Grantor may, but shall not be obligated to, undertake any activity reasonably necessary to maintain the Protected Property in the condition in which it exists on the

date of this Conservation Easement.

4. NOTICE OF EXERCISE OF GRANTOR'S RESERVED RIGHTS. Although the Grantor need not obtain approval of the Conservancy in order to exercise any reserved right, unless otherwise stated herein, the Grantor hereby agrees to notify the Conservancy in writing before exercising any reserved right which may have an adverse impact on the conservation interests associated with the Protected Property.

5. CONSERVANCY'S RIGHTS AND REMEDIES. In order to accomplish the conservation purposes of this Easement, the Conservancy shall have the following rights and remedies:

5.1. Remedies. The Conservancy shall have the right to enforce by proceedings at law or in equity the provisions of this Easement including, but not limited to, the right to require the restoration of the Protected Property to its condition at the date of this Easement, subject to the reserved rights of the Grantor set forth herein. The conservancy, or its successors or assigns, shall not waive or forfeit the right to take action as may be necessary to ensure compliance with the terms and conditions of this Easement by any prior failure to act.

Nothing herein shall be construed to entitle the Conservancy to institute any enforcement proceeding against the Grantor for any changes to the Protected Property due to causes beyond the Grantor's control, such as changes caused by fire, flood, storm, infestations, natural deterioration, the acts of third parties legally authorized to act by recorded document or other legally established rights or the unauthorized wrongful acts of third persons; provided, however, that the Grantor shall notify Conservancy of any occurrence which would adversely affect or interfere with the conservation purpose of the Easement, whether caused by the acts or omissions of the Grantor or third parties.

The Conservancy shall be entitled to seek expedited injunctive relief to enforce its rights with respect to the Protected Property, and the Grantor waives any bond requirement otherwise applicable to any petition for such relief. The Conservancy shall have the right to report to regulatory authorities any environmental conditions, or any potential or actual violations of environmental laws, with respect to the Protected Property.

All reasonable costs incurred by the Conservancy in enforcing the terms of this Easement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in a judicial enforcement action, each party shall bear its own costs.

5.2. Right of Entry. The Conservancy shall have the right to enter the Protected Property, in a reasonable manner and at reasonable times, but always upon prior notice to the Grantor, for the purposes of:

a. Inspecting the Protected Property to determine if the Grantor, or Grantor's heirs,

successors or assigns, is complying with the provisions of this Easement;

b. Obtaining evidence for the purpose of seeking judicial enforcement of this Easement;

c. Making scientific and educational observations and studies and taking samples in such a manner as will not disturb the quiet enjoyment of the Protected Property by the Grantor;

d. Posting regulatory signs on selected portions of the Protected Property for purposes of promoting the provisions of this Easement;

e. Monitoring and management as described below.

The Conservancy's rights do not include the right, in the absence of a judicial decree, to enter the Protected Property for the purpose of becoming an operator of the Protected Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act.

5.3 Smoke Easement. Grantors acknowledge that the Conservancy owns and manages substantial land holdings in the vicinity of the Protected Property. Furthermore, Grantors acknowledge that the Conservancy uses various stewardship tools in managing these holdings. Such stewardship tools include: grazing by large ungulates (bison and cattle), the harvest of timber using power equipment, and the use of fire through prescribed burns. These stewardship tools may create smoke, odors, ash, or noise which may affect the Protected Property.

The Grantors further acknowledge that one of the prime considerations of the Conservancy in securing this Conservation Easement over the Protected Property is to restrict the development and location of recreational homes and cottages on the Protected Property. The underlying premise in these restrictions is to allow the continued use of the above-described stewardship tools on the Conservancy's property.

Grantor, for itself, successors, assigns, lessees, and licensees, hereby acknowledges that the grant of this Conservation Easement contains a grant of a smoke easement, authorizing the creation and presence of smoke over and across the Protected Property in connection with prescribed burning activities conducted on land owned by the Conservancy in the vicinity of the Protected Property. The Grantors, its successors and assigns, shall be deemed to have expressly consented to the prescribed burning and other stewardship activities on the Conservancy's nearby property and to have waived any claims they may have against the Conservancy for personal injury or property damage caused by the presence of smoke, ash, odor, or noise on the Protected Property. All parties shall be deemed by such acknowledgement and consent to waive any and all claims arising out of smoke from the prescribed burns.

5.4. Limitation of Conservancy Rights. Nothing contained herein shall give rise, in the absence of a judicial decree, to any right or ability of the Conservancy to become the operator of the Protected Property within the meaning of the Comprehensive Environmental Response,

Compensation and Liability Act by exercising physical control over the day-to-day operations of the Grantor or becoming involved in management decisions of the Grantor regarding the generation, handling or disposal of hazardous substances.

5.5. Discretionary Consent. The Conservancy's consent for any activities requiring the Conservancy's consent under paragraph 2 or 3 above may be given under the following conditions and circumstances. Requests for permission for activities requiring the Conservancy's consent under paragraph 2 or 3 shall be in writing and shall describe the proposed activity in sufficient detail to allow the Conservancy to judge the consistency of the proposed activity with the purpose of this Easement. The Conservancy may give its permission only if it determines, in its sole discretion, that such activities (a) do not violate the purpose of this Easement; (b) either enhance or do not impair any significant Conservation Values of the Protected Property; and (c) do not adversely affect the qualification of this Easement or the status of the Conservancy under applicable laws, including §§ 170(h) or 501(c)(3) of the Internal Revenue Code, successor provisions thereof, and regulations issued pursuant thereto. Notwithstanding the foregoing, the Grantee and the Conservancy have no right or power to agree to any activities that would result in the termination of this Easement or to allow residential, commercial or industrial activities not provided for herein.

Other than circumstances described in paragraphs 2 or 3 herein, it is the Conservancy's presumption that this Conservation Easement will not be amended or modified. In the event of truly unforeseen circumstances or exceptional situations, the Conservancy may in its sole discretion agree to amend or modify this Easement, but in no event shall such amendment be made without compliance with both the Conservancy's internal procedures and standards for such modification and any state laws regarding the amendment of conservation easements. Any amendment must also meet the requirements described in (a) through (c) above.

6. GENERAL PROVISIONS.

6.1. Perpetual Burden. This Easement shall run with and burden the Protected Property in perpetuity and shall bind the Grantor, Grantor's heirs, successors and assigns.

6.2. Easement Documentation. The Grantor and the Conservancy agree that the natural characteristics, the ecological and aesthetic features, the physical condition and the Conservation Values of the Protected Property at the time of this grant are documented in an Easement Documentation Report, prepared by the Conservancy and signed and acknowledged by the Grantor and a representative of the Conservancy, establishing the condition of the Protected Property at the time of this grant and including reports, maps, photographs and other documentation.

6.3. Access. Nothing contained in this Easement shall give or grant to the public a right to enter upon or to use the Protected Property or any portion thereof where no such right existed in the public immediately prior to the execution of this Easement.

6.4. Assignment. This Easement is in gross and may be assigned or transferred by the

Conservancy. The Conservancy agrees that, if it transfers or assigns its interest in this Easement:

a. The organization or entity receiving this interest will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code, as that section may be amended from time to time, and in the regulations promulgated thereunder and which is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code, as that section may be amended from time to time, and in the regulations promulgated thereunder; and

b. The transferee or assignee will be required to carry out in perpetuity the conservation purposes which this Easement was originally intended to advance.

6.5. Subsequent Transfers by Grantor. Unless this Easement is extinguished, as set forth below, the Grantor agrees that the terms, conditions, restrictions and purposes of this Easement will either be referenced or inserted by the Grantor in any subsequent deed or other legal instrument by which the Grantor divests himself of any interest in all or part of the Protected Property. The Grantor agrees to notify the Conservancy, its successors and assigns, of any such conveyance in writing by certified mail within fifteen (15) days after closing.

6.6. Extinguishment. The Grantor agrees that this donation of a perpetual Easement gives rise to a property right, immediately vested in the Conservancy, with a fair market value that is at least equal to the proportionate value that the Easement, at the time of this conveyance, bears to the value of the Protected Property as a whole at that time. The proportionate value of the Conservancy's property rights shall remain constant.

If a subsequent unexpected change in the conditions of or surrounding the Protected Property makes impossible or impractical the continued use of the Protected Property for the conservation purposes described herein, and if the restrictions of this Easement are extinguished by judicial proceedings (including, but not limited to, eminent domain proceedings), then upon the sale, exchange or involuntary conversion of the Protected Property, the Conservancy shall be entitled to a portion of the proceeds at least equal to the proportionate value of the Easement described above. The Conservancy will use its share of any and all proceeds received for such sale, exchange or involuntary conversion in a manner consistent with the conservation purposes of this Easement or for the protection of a "relatively natural habitat of fish, wildlife, or plants or similar ecosystem," as that phrase is used in Section 170(h)(4)(A)(ii) of the Internal Revenue Code, as that section may be amended from time to time, and in regulations promulgated thereunder.

6.7. Title Warranty. Grantor hereby warrants and represents that the Grantor is seized of the Protected Property in fee simple and have good right to grant and convey this Easement, that the Protected Property is free and clear of any and all encumbrances and that the Conservancy and its successors and assigns shall have the use of and enjoy all of the benefits derived from and arising out of this Easement.

6.8. Hazardous Waste. The Grantor represents and warrants that no hazardous

substance or toxic waste exists or has been generated, treated, stored, used, disposed of, or deposited in or on the Protected Property, and that there are not now any underground storage tanks located on the Protected Property.

Subject to the limitations of Grantor's liability contained in paragraph 5.1, Grantor, Grantor's successors and assigns shall indemnify, defend and hold the Conservancy harmless from any liability related to Grantor's representations and warranties in this paragraph or related to the use, deposit or release of any hazardous substance or toxic waste on the Protected Property after the date of this Easement.

6.9. Real Estate Taxes. The Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Protected Property and that the Conservancy shall have no duty or responsibility to manage or maintain the Protected Property. The Grantor agrees that if any real property taxes or assessments are levied against the Conservancy as a result of this Easement for which exemption cannot be obtained, the Grantor agrees to donate a sum of money to the Conservancy equal to the amount of said taxes and the Conservancy shall pay the taxes.

6.10. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Conservancy's interest in the Protected Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by Grantor.

6.11. Re-recording. The Conservancy is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Easement; for such purpose, the Grantor appoints the Conservancy Grantor's attorney-in-fact to execute, acknowledge and deliver any necessary instrument on Grantor's behalf. Without limiting the foregoing, the Grantor agrees to execute any such instruments upon request.

6.12. Definitions. The terms "Grantor" and "Conservancy" as used herein shall be deemed to include, respectively, the Grantor, Grantor's heirs, successors and assigns in title to the Protected Property, and the Conservancy, its successors and assigns.

6.13. Notices. Any notices required by this Easement shall be sent by registered or certified mail, return receipt requested, to the following address or such address as may be hereafter specified in writing:

_____
_____
_____

The Nature Conservancy
4245 North Fairfax Drive
Suite 100
Arlington, VA 22203-1606
ATTN: General Counsel

cc: The Nature Conservancy
Midwestern Resource Office
1101 West River Parkway
Suite 200
Minneapolis, MN 55415
ATTN: Legal Department

6.14. Severability. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of the Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

6.15. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of Nebraska Code sections 76-2,111 to 76-2,118. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

6.16. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussion, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

6.17. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Protected Property, except that liability for acts or omissions prior to transfer shall survive transfer.

TO HAVE AND TO HOLD the above-described Conservation Easement to the use, benefit, and behalf of the Conservancy, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this Conservation Easement this _____ day of _____, 2007.

GRANTOR

_____

_____

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2007 by _____.

_____
Notary Public
My Commission Expires:

_____
Notary Public
My Commission Expires:

ACCEPTANCE

The foregoing Conservation Easement is hereby duly accepted by The Nature Conservancy effective the _____ day of _____, 2007.

THE NATURE CONSERVANCY

By:_____

Title:_____

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2007 by _____, the _____ of The Nature Conservancy, a non-profit corporation under the laws of the District of Columbia, on behalf of said corporation.

_____
Notary Public
My Commission Expires:

LEGAL DESCRIPTION

EXHIBIT A

A tract of land comprising a part of the East Half of the Northeast Quarter (EI/2NEI/4) of Section Fourteen (14); And part of the West Half of the Northwest Quarter (WI/2NW1/4) of Section Thirteen (13), all in Township Nine (9), Range Eleven (11) West of the 6th P.M., in Hall County, Nebraska more particularly described as follows:
Beginning at a point on the South line of said Northeast Quarter (NEI/4) of said Section Fourteen (14), said point being Twenty-eight (28) feet East of the Southwest corner of said E1/2NE1/4; thence Northerly parallel to the West line of said E1/2NE1/4, a distance of One Hundred Sixteen (116.0) feet; thence Westerly parallel to the South line of said NEI/4, a distance of twenty-eight (28.0) feet to the West line of said E1/2NEI/4; thence Northerly along the West line of said EI/2NEI/4 a distance of Two Thousand Five Hundred Seven and Seven Hundredths (2,507.07) feet to the northwest corner of said E1/2NE1/4; thence Easterly along the North line of said Section Fourteen (14), a distance of One Thousand Three Hundred Twenty (1,320.0) feet to the Northwest corner of said Section Thirteen (13); thence Easterly along the North line of said Section Thirteen (13), a distance of One Thousand Three Hundred Twenty One (1,321.0) feet to the Northeast corner or said W1/2NE1/4; thence Southerly along the East line of said W1/2NW1/4, a distance of Two Thousand Thirty-two and Forty-two Hundredths (2,032.42) feet; thence Westerly parallel to the South line of said Northwest Quarter (NWI/4) a distance of One Hundred Twenty-eight and Ninety-five Hundredths (128.95) feet; thence Southerly parallel to the East line of said WI/2NW1/4, a distance of Forty-Five (45.0) feet; thence Westerly parallel to the South line of said Northwest Quarter (NWI/4) a distance of Sixty-five and One Tenth (65.1) feet; thence deflecting left 45° 25' 55" and running Southwesterly, a distance of Seven Hundred Eighty-eight and Fifteen Hundredths (788.15) feet to the South line of said Northwest Quarter (NWI/4); thence Westerly along the South line of said Northwest Quarter (NWI/4), a distance of Five Hundred Seventy-four and Ninety-four Hundredths (574.94) feet to a Southwest corner of said Northwest Quarter (NWI/4); thence Westerly along the South line of said Northeast Quarter (NE1/4) of Section Fourteen (14), a distance of One Thousand Two Hundred Eighty-Four and Thirty-Eight Hundredths (1,284.38) feet to the place of beginning.

Hall County Regional Planning Commission

Wednesday, July 11, 2007
Regular Meeting

Item F1

Amendment Request - C-21-2007GI

Concerning an amendment to the Grand Island Zoning Map from RD Residential Development District to Amended RD Residential Development District to permit subdivision of estate lot with two similar size lots. Subdivision located on a tract of land comprising all of Block Six (6), Ponderosa Lake Estates Subdivision in the City of Grnd Island, Nebraska, and containing 3.463 acres, more or less.

Staff Contact: Chad Nabity

Agenda Item 5

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:
June 25, 2007

SUBJECT: *Amendment Request C-21-2007GI*

PROPOSAL: To amend the existing Ponderosa Estates RD-Residential Development zone, west of Highway 281, to allow a 3.463 acre estate lot to be split into 2 residential lots each more than 1.6 acres on the west side of the Ponderosa Subdivision.

OVERVIEW:

Site Analysis

Current zoning designation:	RD-Residential Development Zone
Comprehensive Plan Designation:	Low to Medium Density Residential
Existing land uses:	Single Family Residence
Site constraints:	None.

Adjacent Properties Analysis

Current zoning designations:	**North**: RD-Residential Development Zone **South**: RD-Residential Development Zone, **East**: RD-Residential Development Zone **West**: TA-Transitional Agriculture
Comprehensive Plan Designation:	**North**: Low to Medium Density Residential **South**: Low to Medium Density Residential **East**: Low to Medium Density Residential **West**: Agricultural
Existing land uses:	**North**: Single Family Residential **South**: Single Family Residential **East**: Single Family Residential **West**: Agricultural

OVERVIEW:

- The proposed rezoning is the final stage of the Ponderosa Estates Residential Development District.
- This amendment request represents a change to the preliminary plat approval issued in 1991, as part of the Ponderosa Lake Estates RD-Residential Development rezoning of the subject property.
- The original plat approval permitted one lot on this 3.46 acre tract.
- The additional property is not currently being used or maintained in a residential manner. Splitting this lot would encourage more residential type use of the property.
- Sewer and Water are available. Taps will have to be added for both to serve the additional lot.

Positive Implications:

- *Complementary Use:* The additional residential lots will encourage a more finished residential look and feel in this area.

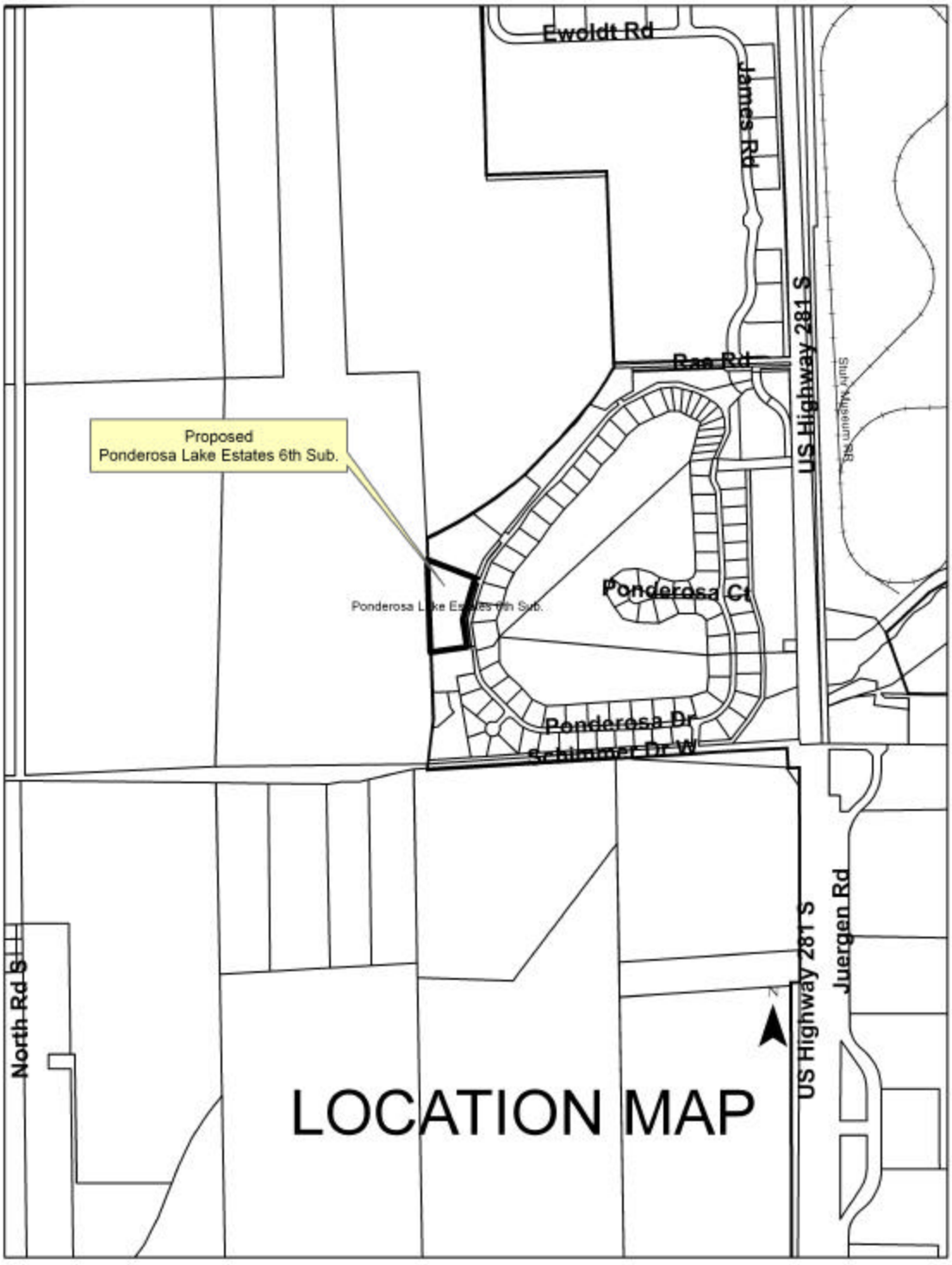
Negative Implications:

- *None*

RECOMMENDATION:

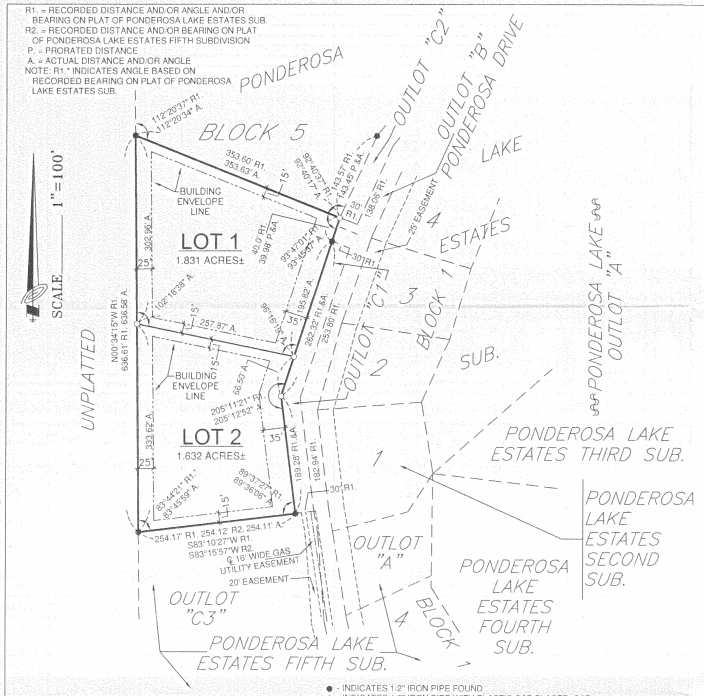
That the Regional Planning Commission recommend that City Council **approve** this request to amend the RD-Residential Development Zone as shown on the final plat for Ponderosa Lake Estates Sixth Subdivision to the City of Grand Island.

_____ Chad Nabity AICP, Planning Director


Ewoldt Rd
James Rd
US Highway 281 S
Rae Rd
Proposed
Ponderosa Lake Estates 6th Sub.
Ponderosa Lake Estates 6th Sub.
Ponderosa Ct
Ponderosa Dr
Schlimmer Dr W
North Rd S
US Highway 281 S
Juergen Rd
LOCATION MAP

Proposed
Ponderosa Lake Estates 6th Sub.
Ponderosa Dr
Baldwin Ct
LOCATION MAP

R1. = RECORDED DISTANCE AND/OR ANGLE AND/OR BEARING ON PLAT OF PONDEROSA LAKE ESTATES SUB.
R2. = RECORDED DISTANCE AND/OR BEARING ON PLAT OF PONDEROSA LAKE ESTATES FIFTH SUBDIVISION
P. = PRORATED DISTANCE
A. = ACTUAL DISTANCE AND/OR ANGLE
NOTE: R1.* INDICATES ANGLE BASED ON RECORDED BEARING ON PLAT OF PONDEROSA LAKE ESTATES SUB.



● - INDICATES 1/2" IRON PIPE FOUND
○ - INDICATES 1/2" IRON PIPE WITH PLASTIC CAP PLACED. CAP IS STAMPED "L.S 557".

SURVEYOR'S CERTIFICATE

I hereby certify that on _____, 2007, I completed an accurate survey (made under my supervision) of "PONDEROSA LAKE ESTATES SIXTH SUBDIVISION" in the City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof; that the lots, blocks, streets, avenues, alleys, parks, commons and other grounds as contained in said subdivision as shown on the accompanying plat thereof, are well and accurately staked off and marked; that iron markers were placed at all corners as shown on the plat; that each lot bears its own number; and that said survey was made with reference to known and recorded monuments.

_____
Lee D. Wagner, Registered Land Surveyor No. 557

(SEAL)

LEGAL DESCRIPTION

A tract of land comprising all of Block Six (6), Ponderosa Lake Estates Subdivision in the City of Grand Island, Nebraska, and containing 3.463 acres, more or less.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that we, Marsha M. Dunn and Donald L. Dunn, wife and husband, being the owners of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as "PONDEROSA LAKE ESTATES SIXTH SUBDIVISION" in the City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the easements, if any, for the location, construction and maintenance of public service utilities forever, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes, shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements, and that the foregoing subdivision as more particularly described in the description hereon as appears on this plat, is made with the free consent and in accordance with the undersigned owners and proprietors.

IN WITNESS WHEREOF, we have affixed our signatures hereto at Grand Island, Nebraska, this_____day of_____, 2007.

_____ _____
Marsha M. Dunn Donald L. Dunn

ACKNOWLEDGEMENT

State of Nebraska
ss
County of Hall

On the_____day of_____, 2007, before me,_____, a Notary Public within and for said County, personally appeared Marsha M. Dunn and Donald L. Dunn, wife and husband, to me personally known to be the identical persons whose signatures are affixed hereto, and they did acknowledge the execution thereof to be her and his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Grand Island, Nebraska, on the date last above written.

My commission expires _____.

_____
Notary Public (SEAL)

APPROVALS

Submitted to and approved by the Regional Planning Commission of Hall County, Grand Island and Wood River, and the Villages of Alda, Cairo and Doniphan, Nebraska.

_____ _____
Chairman Date

Approved and accepted by the City of Grand Island, Nebraska, this_____day of_____, 2007.

_____ _____
Mayor City Clerk

(SEAL)

PONDEROSA LAKE ESTATES SIXTH SUBDIVISION

IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

BENJAMIN & ASSOCIATES, INC. - ENGINEERS & SURVEYORS - GRAND ISLAND, NEBRASKA

Hall County Regional Planning Commission

Wednesday, July 11, 2007
Regular Meeting

Item L1

Preliminary Plat - Ponderosa Lake Estates Subdivision

Ponderosa Lake Estates Sixth Subdivision located north of West Schimmer Drive, and west of Highway 281, at 72 Ponderosa Drive, Grand Island, Nebraska. (2 lots)

Staff Contact: Chad Nabity

June 27, 2007

Dear Members of the Board:

RE: Preliminary & Final Plats – Ponderosa Lake Estates Sixth Subdivision.

For reasons of Section 19-923 Revised Statues of Nebraska, as amended, there is herewith submitted a preliminary plat and a final plat of Ponderosa Lake Estates Sixth Subdivision, located west of Highway 281 and north of West Schimmer Drive.

This preliminary plat and final plat proposes to create 2 lots on a tract of land comprising all of Block Six (6), Ponderosa Lake Estates Subdivision in the City of Grand Island, Nebraska. This land consists of approximately 3.463 acres.

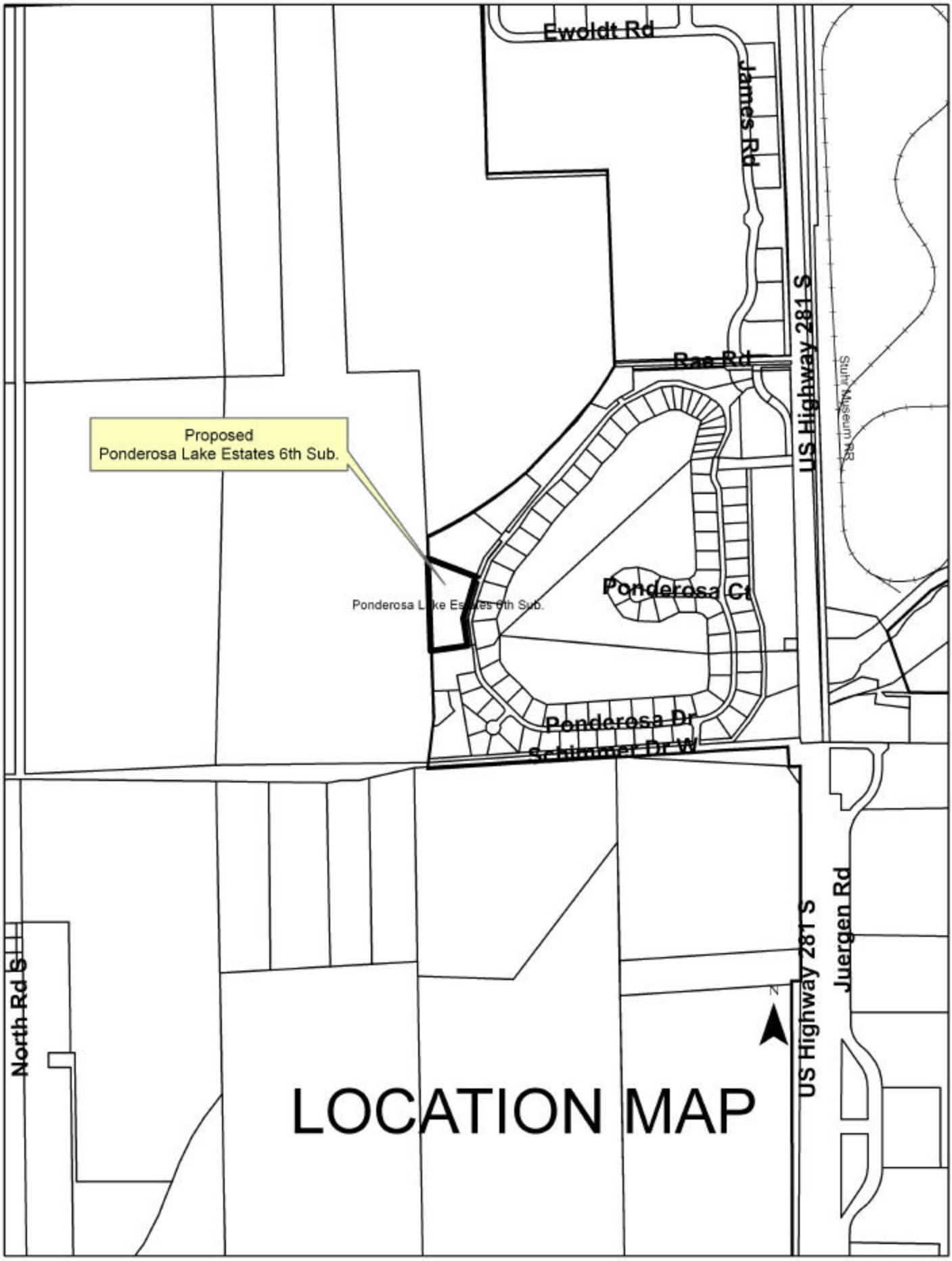
You are hereby notified that the Regional Planning Commission will consider this preliminary plat and final plat at the next meeting that will be held at 6:00 p.m. on July 11, 2007 in the Council Chambers located in Grand Island's City Hall.

Sincerely,

Chad Nabity, AICP
Planning Director

cc: City Clerk
City Attorney
Director of Public Works
Director of Utilities
Director of Building Inspections
Manager of Postal Operations
Benjamin & Associates

This letter was sent to the following School Districts 1R, 2, 3, 8, 12, 19, 82, 83, 100, 126.


Ewoldt Rd
James Rd
US Highway 281 S
Ras Rd
Sunny Museum Rd
Proposed
Ponderosa Lake Estates 6th Sub.
Ponderosa Lake Estates 6th Sub.
Ponderosa Ct
Ponderosa Dr
Schimmer Dr W
North Rd S
US Highway 281 S
Juergen Rd
N
LOCATION MAP

Hall County Regional Planning Commission

Wednesday, July 11, 2007
Regular Meeting

Item M1

Final Plat Ponderosa Lake estates Sixth Subdivision

Ponderosa Lake Estates Sixth Subdivision located north of West Schimmer Drive, and west of Highway 281, at 72 Ponderosa Drive, Grand Island, Nebraska. (2 lots)

Staff Contact: Chad Nabity

June 27, 2007

Dear Members of the Board:

RE: Preliminary & Final Plats – Ponderosa Lake Estates Sixth Subdivision.

For reasons of Section 19-923 Revised Statues of Nebraska, as amended, there is herewith submitted a preliminary plat and a final plat of Ponderosa Lake Estates Sixth Subdivision, located west of Highway 281 and north of West Schimmer Drive.

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Sincerely,

Chad Nabity, AICP
Planning Director

cc: City Clerk
City Attorney
Director of Public Works
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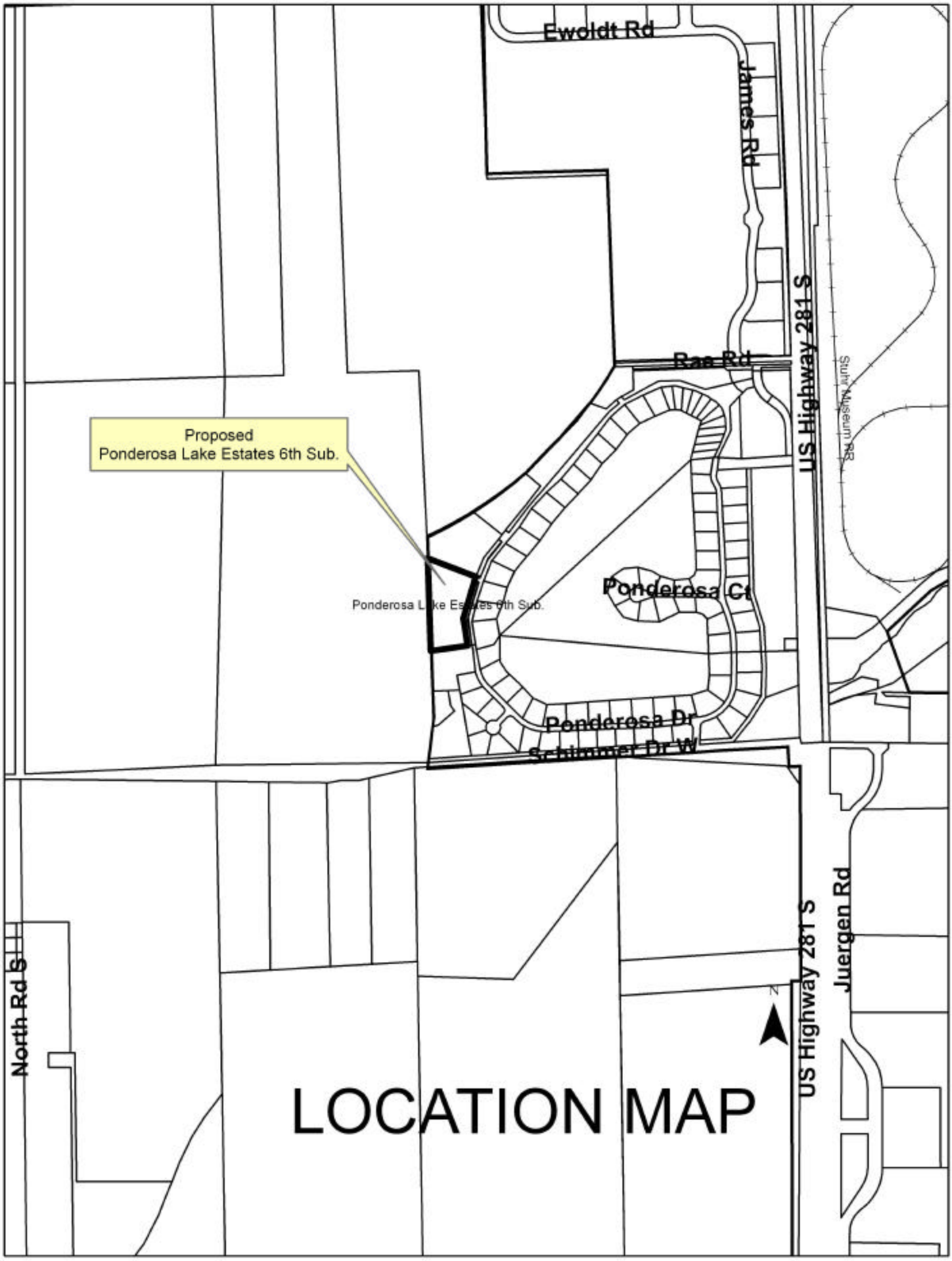
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Proposed
Ponderosa Lake Estates 6th Sub.
Ponderosa Lake Estates 6th Sub.
Ponderosa Ct
Ponderosa Dr
Schimmer Dr W
North Rd S
US Highway 281 S
Juergen Rd
N
LOCATION MAP

Hall County Regional Planning Commission

Wednesday, July 11, 2007
Regular Meeting

Item F2

Readoption of the Wood River Zoning Map - C-22-2007WR

Concerning the Readoption of the Wood River Zoning Map and Extension of Extraterritorial Jurisdiction.

Staff Contact: Chad Nabity

Agenda Item # 6

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING
June 26, 2007

SUBJECT: Concerning the re-adoption of the City of Wood River Zoning Map as produced using the Hall County Geographic Information System as the official zoning map for the City of Wood River. (C-22-2007WR)

PROPOSAL:

On April 6, 2004 the Wood River City Council approved using a map produced from the Hall County GIS as the official zoning map for the City of Wood River based on the 2004 Comprehensive Plan for the City of Wood River. Changes have been made to this map since that time including the annexation of property and rezoning property. As a matter of course, the City of Wood River occasionally re-adopts the zoning map incorporating all changes since the last re-adoption of the entire map along with other changes as recommended by staff and the Hall County Regional Planning Commission. This will allow a newly revised and adopted copy of the map to be printed for official use by Council, staff and the general public. This hearing is being held for that purpose. This map will also serve to give notice to all parties that the Wood River City limits and 1 mile extraterritorial jurisdiction is as shown on the map.

BACKGROUND:

The following chart shows the changes that have been approved by the Regional Planning Commission and the Wood River City Council since April 6, 2004 including proposed changes through July 31, 2007.

Id	FILEDATE	ORDINANCE	CHANGE	LEGAL	CASE
1	8/15/2005	487	I1 to R9	Lots 2,4,6,8,10 Foster's Sub	C-35-2005WR
2	1/9/2006	491	TA and AG to I2	Lot 2 Cargill Sub	C-8-2006WR

The changes shown on this chart are represented on the new version of the Wood River Zoning map. A map delineating the location of these changes is attached.

There were two additions to the City of Wood River that changed the city limits lines and/or impacted the extraterritorial jurisdiction of the City. The Wood River ETJ is being extended to include this additional property consistent with the policy statements for annexation in the Wood River Comprehensive Plan. All additional property included in will be zoned consistent with its current use as shown on the attached map.

The following areas were approved for annexation by the Wood River City Council between April 6, 2004 and July 31, 2007. See Attached Map

ID	ORDINANCE	LEGAL	COMMENTS
1	484	Thelen 2nd Subdivision	North of Green West of Hwy. 11
2	492	Cargill Subdivision	East of 140th South of the UP Tracks

ANALYSIS

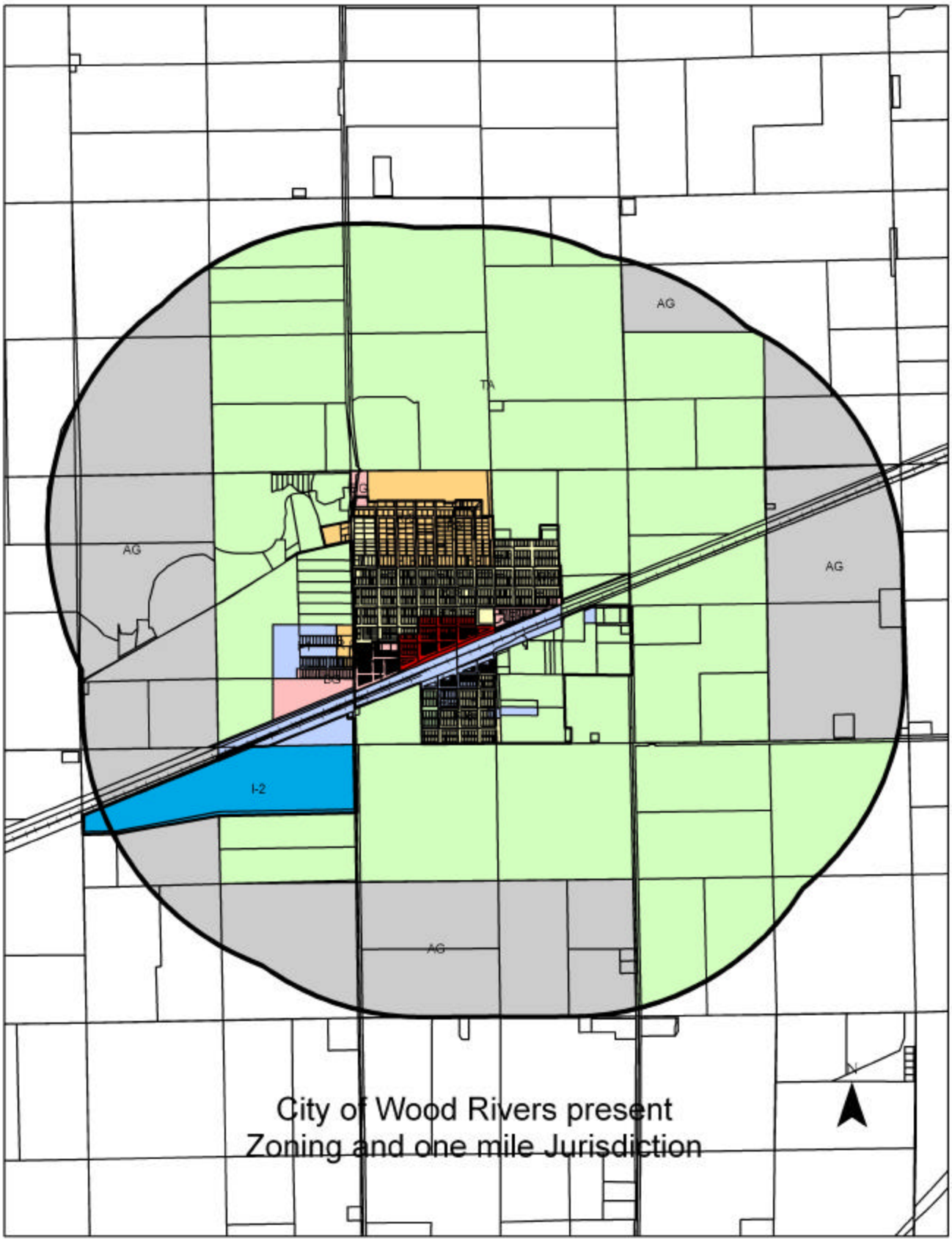
Staff is not recommending any changes to the Wood River Zoning Map other than the one change to increase the extraterritorial jurisdiction due to the annexation. All of the changes mentioned herein have been previously approved by the Wood River City Council after proper notice and hearing. This map serves to notify any and all

interested parties of the current boundaries of the City of Wood River, the extents of the extraterritorial jurisdiction for the City of Wood River and the zoning of property within the jurisdiction of the City of Wood River.

RECOMMENDATION:

That the Regional Planning Commission recommends that the City Council of Wood River adopt this map as presented as the official Zoning Map for the City of Wood River.

_____ Chad Nabity AICP, Planning Director


AG
TA
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I-2
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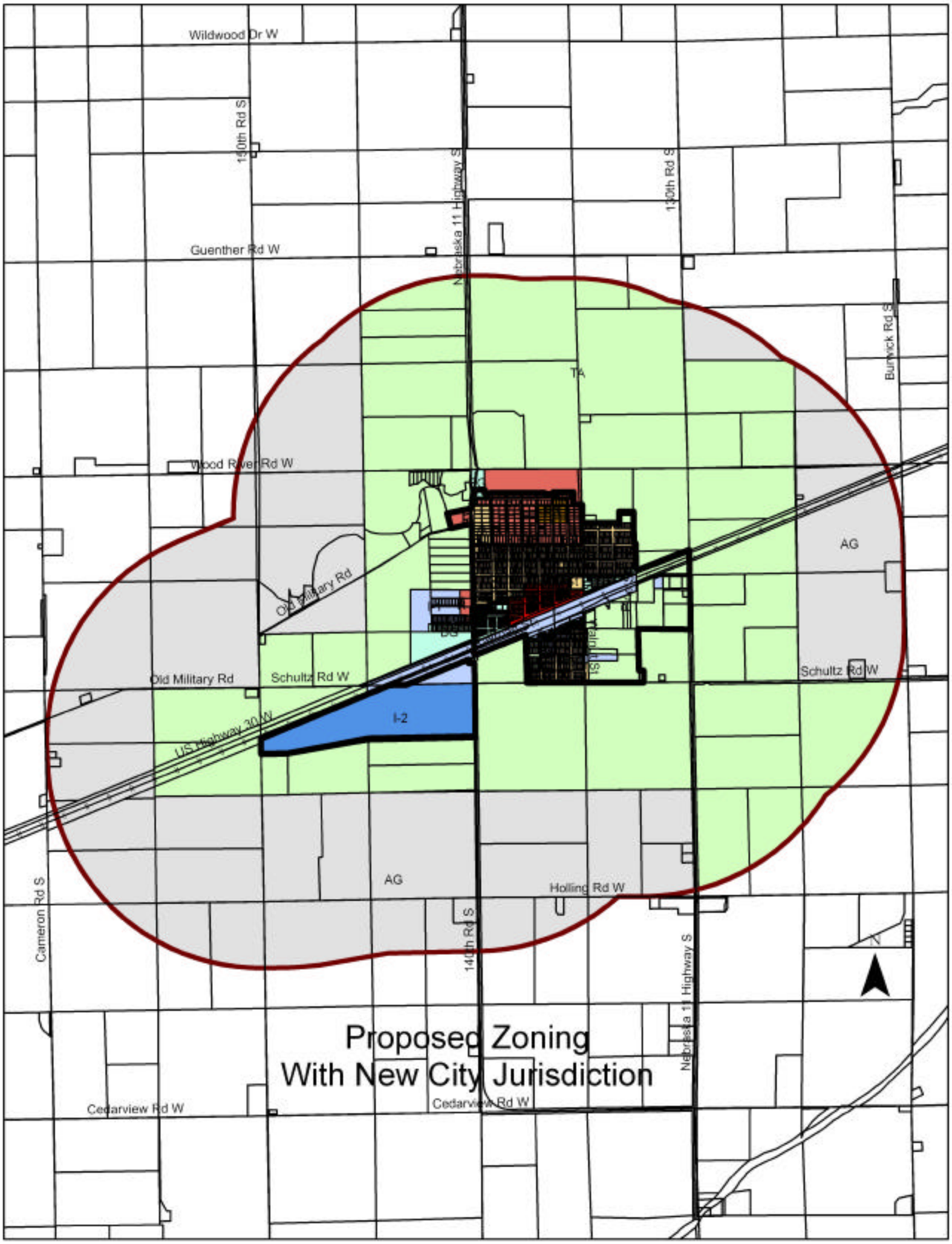
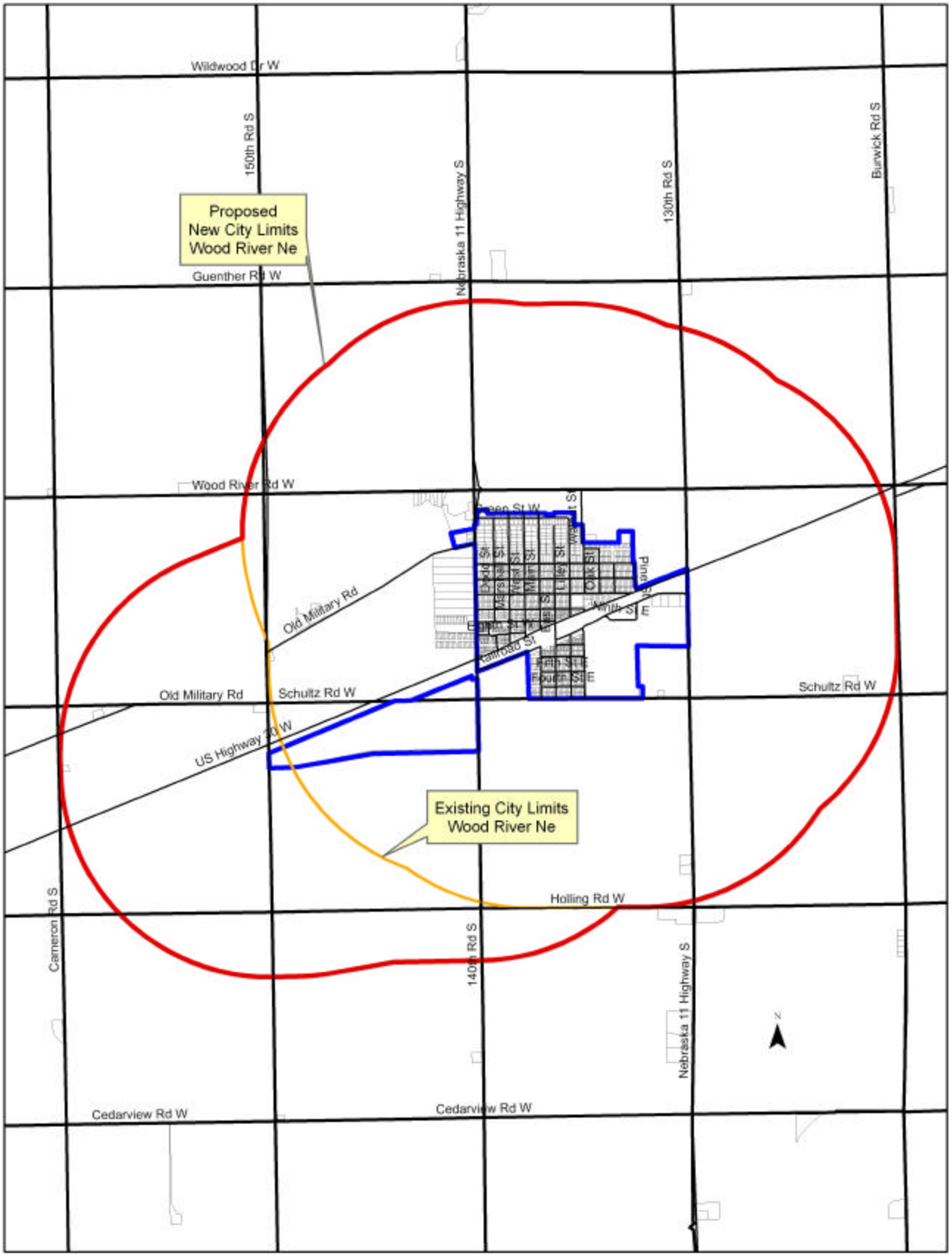
City of Wood Rivers present
Zoning and one mile Jurisdiction


Wildwood Dr W
150th Rd S
Nebraska 11 Highway S
130th Rd S
Guenther Rd W
Burwick Rd S
TA
Wood River Rd W
AG
Old Military Rd
Old Military Rd
Schultz Rd W
Schultz Rd W
I-2
US Highway 30 W
AG
Holling Rd W
Cameron Rd S
140th Rd S
Nebraska 11 Highway S
Proposed Zoning
With New City Jurisdiction
Cedarview Rd W
Cedarview Rd W


Wildwood Dr W
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Nebraska 11 Highway S
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Burwick Rd S
Proposed
New City Limits
Wood River Ne
Guenther Rd W
Wood River Rd W
Old Military Rd
Schultz Rd W
US Highway 30 W
Existing City Limits
Wood River Ne
Holling Rd W
Cameron Rd S
140th Rd S
Cedarview Rd W

June 25, 2007

Dear Members of the Board:

RE: Readoption of the Wood River Zoning Map (C-22-2007WR)

For reasons of Section 19-923 Revised Statues of Nebraska, as amended, there is herewith submitted a request for the Readoption of the Wood River Zoning Map.

You are hereby notified that the Regional Planning Commission will consider this Readoption of the Wood River Zoning Map at the next meeting that will be held at 6:00 p.m. on July 11, 2007 in the Council Chambers located in Grand Island's City Hall at 100 East First Street.

Sincerely,

Chad Nabity, AICP
Planning Director

cc: City Clerk
City Attorney
Building Inspector Director
Manager of Postal Operations

This letter was sent to the following School Districts 1R, 2, 3, 8, 12, 19, 82, 83, 100, 126.

Hall County Regional Planning Commission

Wednesday, July 11, 2007
Regular Meeting

Item F2

Readoption of the Wood River Zoning Map - C-22-2007WR

Concerning the Readoption of the Wood River Zoning Map and Extension of Extraterritorial Jurisdiction.

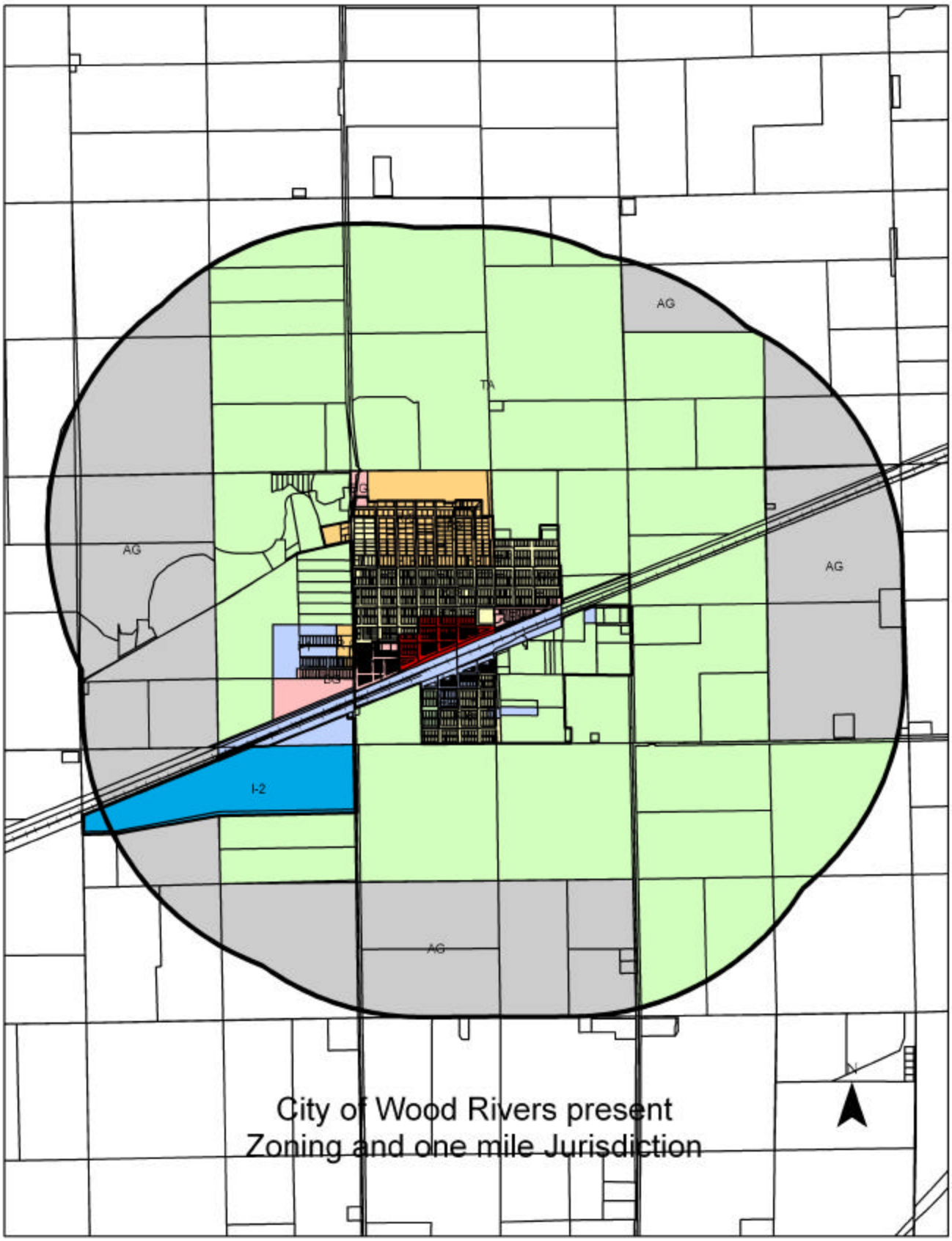
Staff Contact: Chad Nabity

interested parties of the current boundaries of the City of Wood River, the extents of the extraterritorial jurisdiction for the City of Wood River and the zoning of property within the jurisdiction of the City of Wood River.

RECOMMENDATION:

That the Regional Planning Commission recommends that the City Council of Wood River adopt this map as presented as the official Zoning Map for the City of Wood River.

_____ Chad Nabity AICP, Planning Director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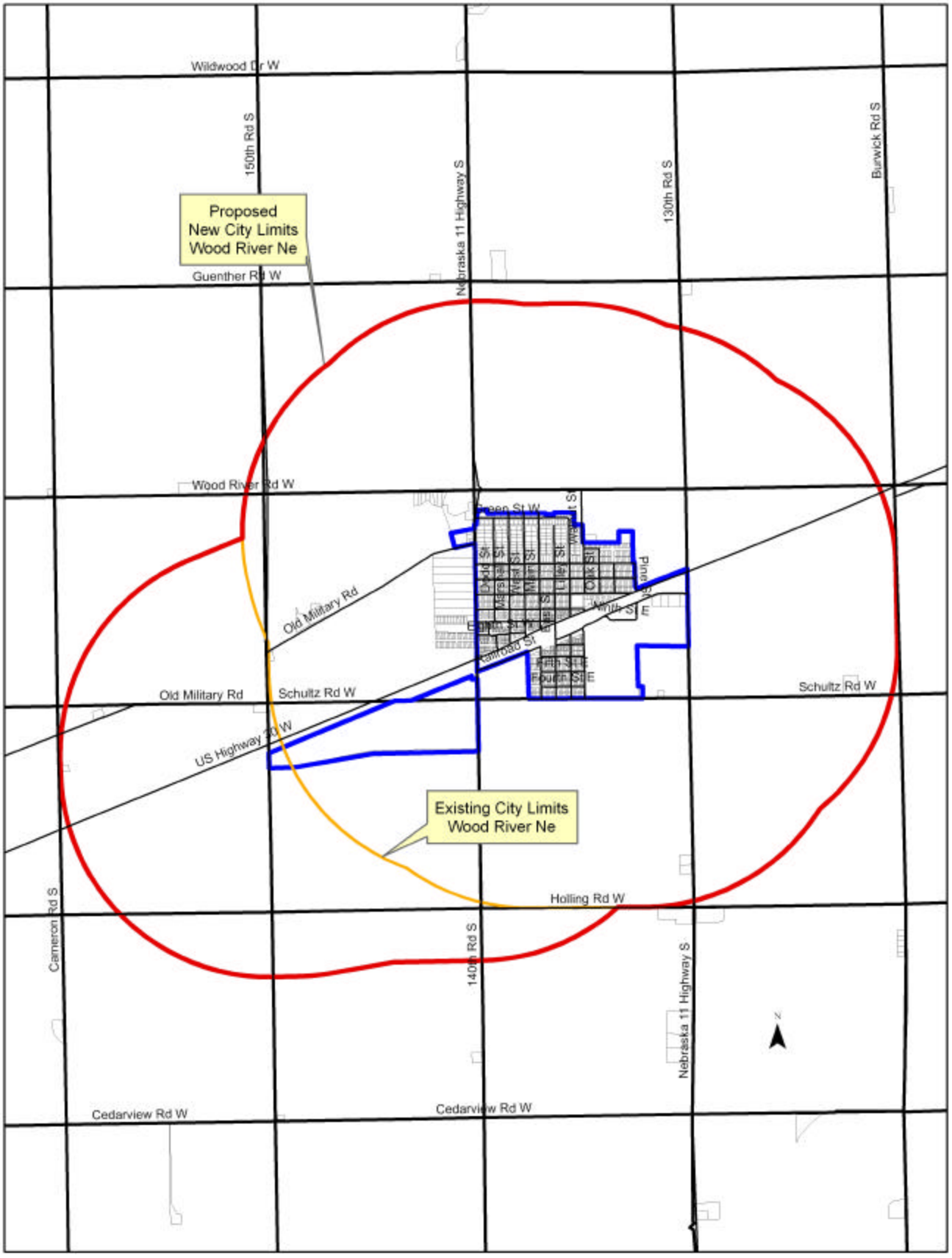
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US Highway 30 W
Existing City Limits
Wood River Ne
Holling Rd W
Cameron Rd S
140th Rd S
Cedarview Rd W

Hall County Regional Planning Commission

Wednesday, July 11, 2007
Regular Meeting

Item M2

MJ Subdivision

MJ Subdivision located south of Hwy. 34 and west of Stuhr Rd. in the City of Grand Island, Hall County, Nebraska (2 lots)

Staff Contact: Chad Nabity

June 25, 2007

Dear Members of the Board:

RE: Final Plat – MJ Subdivision.

For reasons of Section 19-923 Revised Statues of Nebraska, as amended, there is herewith submitted a final plat of MJ Subdivision, located south of Hwy. 34 and west of Stuhr Rd.

This final plat proposes to create 2 lots on a tract of land located in all of Lot 1, Grand Island, Farmstead Project Third Subdivision in the Northeast Quarter of the Northeast Quarter (NE1/4, NE1/4) in Section Thirty-four (34), Township Eleven (11) North, Range Nine (9) West of the 6th p.m., Hall County, Nebraska. This land consists of approximately 2.000 acres.

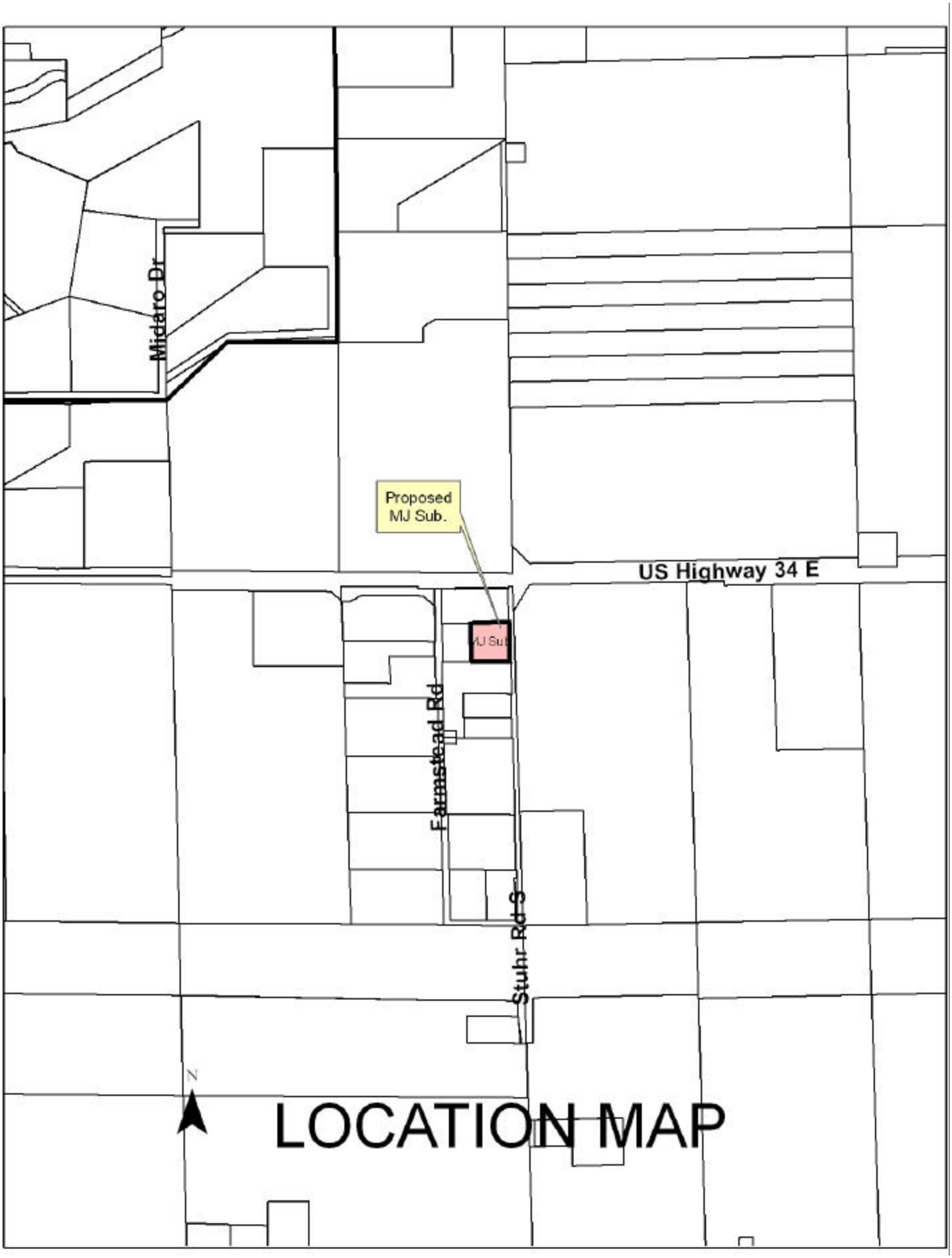
You are hereby notified that the Regional Planning Commission will consider this final plat at the next meeting that will be held at 6:00 p.m. on July 11, 2007 in the Council Chambers located in Grand Island's City Hall.

Sincerely,

Chad Nabity, AICP
Planning Director

cc: City Clerk
City Attorney
Director of Public Works
Director of Utilities
Director of Building Inspections
Manager of Postal Operations
Olsson & Associates

This letter was sent to the following School Districts 1R, 2, 3, 8, 12, 19, 82, 83, 100, 126.



LOCATION MAP

MJ SUBDIVISION
SITE IMPROVEMENT
IN THE CITY OF GRAND ISLAND, NEBRASKA

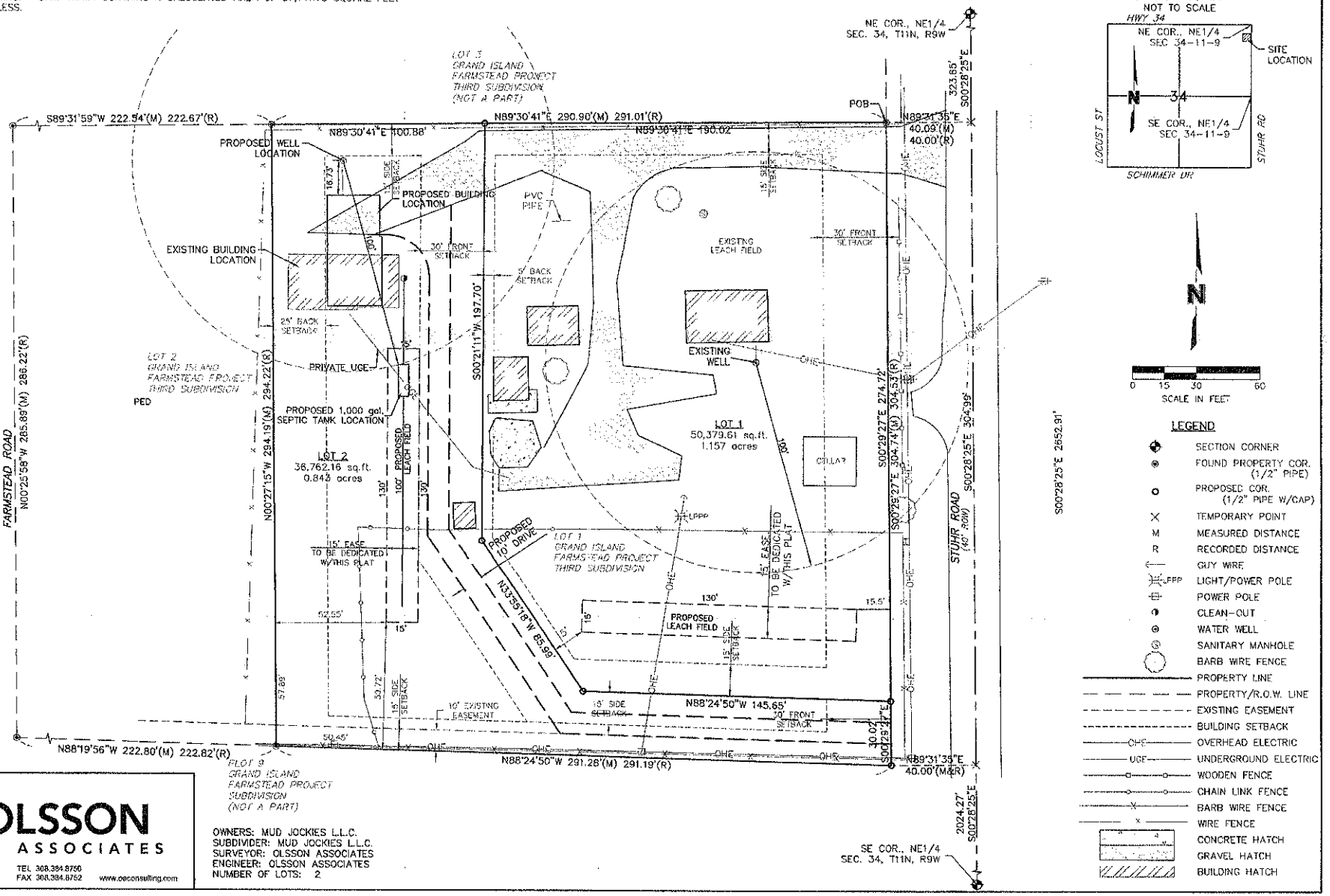
LEGAL DESCRIPTION

A REPLAT OF LOT 1, GRAND ISLAND FARMSTEAD PROJECT THIRD SUBDIVISION, IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4, NE1/4) IN SECTION THIRTY-FOUR (34), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S00°29'27"E UPON AND ALONG THE EAST LINE OF SAID LOT 1, SAID LINE ALSO BEING THE WEST RIGHT-OF-WAY (R.O.W.) LINE OF STUHR ROAD A DISTANCE OF 304.74 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE N88°24'50"W UPON AND ALONG THE SOUTH LINE OF SAID LOT 1, SAID LINE ALSO BEING THE NORTH LINE OF PLOT 9, GRAND ISLAND FARMSTEAD SUBDIVISION A DISTANCE OF 291.28 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N00°27'15"W UPON AND ALONG THE WEST LINE OF SAID LOT 1, SAID LINE ALSO BEING THE EAST LINE OF LOT 2, GRAND ISLAND FARMSTEAD PROJECT THIRD SUBDIVISION A DISTANCE OF 294.19 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE N89°30'41"E UPON AND ALONG THE NORTH LINE OF SAID LOT 1, SAID LINE ALSO BEING THE SOUTH LINE OF LOT 3, GRAND ISLAND FARMSTEAD PROJECT THIRD SUBDIVISION A DISTANCE OF 290.90 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 87,141.78 SQUARE FEET 2.000 ACRES MORE OR LESS.

SECTION TIES

NORTHEAST COR., NORTHEAST 1/4, SEC. 34-T11N-R9W
FOUND ALUMINUM CAP GROUND LEVEL (NORTHEAST COR.)
99.41' SE TO CHISELED "X" ON TOP OF R.O.W. MARKER
74.22' SW TO NAIL IN POWER POLE
98.49' NW TO NAIL IN POWER POLE
142.62' NE TO PK NAIL IN CENTERLINE OF HWY 34 & STUHR ROAD

SOUTHEAST COR., NORTHEAST 1/4, SEC. 34-T11N-R9W
FOUND ALUMINUM CAP GROUND LEVEL (EAST 1/4 COR.)
31.78' E TO PK NAIL IN POWER POLE
50.73' ESE TO PK NAIL IN POWER POLE
37.09' WNW TO PK NAIL IN POWER POLE
49.86' NW TO PK NAIL IN CENTERLINE OF STUHR ROAD



LOCATION MAP

SEC. 34, T11N, R9W
NOT TO SCALE

LEGEND

- SECTION CORNER
- FOUND PROPERTY COR. (1/2" PIPE)
- PROPOSED COR. (1/2" PIPE W/CAP)
- TEMPORARY POINT
- M MEASURED DISTANCE
- R RECORDED DISTANCE
- GUY WIRE
- LPPP LIGHT/POWER POLE
- POWER POLE
- CLEAN-OUT
- WATER WELL
- SANITARY MANHOLE
- BARB WIRE FENCE
- PROPERTY LINE
- PROPERTY/R.O.W. LINE
- EXISTING EASEMENT
- BUILDING SETBACK
- OHE OVERHEAD ELECTRIC
- UGE UNDERGROUND ELECTRIC
- WOODEN FENCE
- CHAIN LINK FENCE
- BARB WIRE FENCE
- WIRE FENCE
- CONCRETE HATCH
- GRAVEL HATCH
- BUILDING HATCH

OLSSON ASSOCIATES
201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68802-1072
TEL 308.384.8750
FAX 308.384.8752
www.olssonconsulting.com

OWNERS: MUD JOCKIES L.L.C.
SUBDIVIDER: MUD JOCKIES L.L.C.
SURVEYOR: OLSSON ASSOCIATES
ENGINEER: OLSSON ASSOCIATES
NUMBER OF LOTS: 2

DWG: F:\Projects\2006\1309\Gis\051309-Revised 4-07\dwg\PLAT_051309_FP.dwg USER: jjimenez
DATE: Jun 21, 2007 9:35am XREFS: 051309_Xbase

Hall County Regional Planning Commission

Wednesday, July 11, 2007
Regular Meeting

Item -2

Budget Approval

Discuss and approve the proposed budget for the 2007-2008 fiscal year.

Staff Contact: Chad Nabity

Hall County Regional Planning Dept. 2007-2008 Budget

			2006-07		2007-08	% Change
Salaries	5105	$	121,263	$	122,647	1.14
Employer Social Security	5115	$	9,277	$	9,382	1.13
Employee Insurance-Health	5120	$	19,210	$	20,905	8.82
Employee Insurance-Life	5125	$	316	$	302	-4.43
Employee Insurance-Disab.	5130	$	322	$	331	2.80
Tuition Reimbursment	5135	$	800	$	-	-100.00
General Pension	5145	$	7,276	$	7,359	1.14
Workers Compensation	5150	$	209	$	220	5.26
Other Employee Benefits	5160	$	150	$	175	16.67
VEBA	5161	$	1,573	$	1,659	5.47
Total Personnel*		**$**	**160,396**		**$162,980**	1.61
Contract Services	5213	$	400	$	400	0.00
Administrative Services	5221	$	1,200	$	1,200	0.00
Computer Services	5241	$	7,000	$	7,000	0.00
Printing and Duplicating	5245	$	500	$	500	0.00
Repair/Maint.-Off Furn & Equip	5330	$	400	$	400	0.00
Insurance Premiums****		$	1,687	$	1,700	0.77
Telephone ($70/mo)	5410	$	840	$	840	0.00
Postage ($70/mo)	5413	$	840	$	840	0.00
Legal Notices/ Advert.	5419	$	750	$	750	0.00
Dues and Subscriptions	5422	$	1,000	$	1,000	0.00
Books		$	100	$	100	0.00
Travel and Training	5428	$	6,500	$	6,500	0.00
Other Expenditures	5490					
Office Supplies	5505	$	2,800	$	2,800	0.00
Other General Supplies	5590					
Non Capital Office Equipment		$	4,000	$	3,000	-25.00
Capital Improvement	5620					
Total Operating		**$**	**28,017**	**$**	**27,030**	-3.52
Total		**$**	**188,413**	**$**	**190,010**	0.85
			2006		**2007**	
City and County Shares		$	94,207	$	95,005	0.85

*20% of Director and 10% Secretary Expenses are paid by Grand Island CRA and
38% of Planning Technician Expenses are paid by Grand Island Utilities