



# Hall County Regional Planning Commission

**Wednesday, February 7, 2018**  
**Regular Meeting Packet**

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## **Commission Members:**

<b>Judd Allan</b>	<b>Hall County</b>	
<b>Tony Randone</b>	<b>Grand Island</b>	
<b>Derek Apfel</b>	<b>Grand Island</b>	
<b>Hector Rubio</b>	<b>Grand Island</b>	
<b>Leonard Rainforth</b>	<b>Hall County</b>	
<b>Carla Maurer</b>	<b>Doniphan</b>	
<b>Dean Kjar</b>	<b>Wood River</b>	
<b>Robin Hendricksen</b>	<b>Grand Island</b>	
<b>Jaye Monter</b>	<b>Cairo</b>	<b>Vice Chairperson</b>
<b>Pat O'Neill</b>	<b>Hall County</b>	<b>Chairperson</b>
<b>Greg Robb</b>	<b>Hall County</b>	
<b>Leslie Ruge</b>	<b>Alda</b>	<b>Secretary</b>

**Regional Planning Director: Chad Nabity**

**Planning Technician:**

**Administrative Assistant:**  
**Tracy Gartner**

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**6:00 PM**  
**City Hall**

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## **Call to Order**

## **Roll Call**

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### **A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS**

Individuals who have appropriate items for City Council consideration should complete the Request for Future Agenda Items form located at the Information Booth. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting or study session, notification of the date will be given.

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### **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.

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### **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, February 7, 2018  
Regular Meeting

## Item A1

**Agenda 02.07.18**

Staff Contact: Chad Nabity

## **AGENDA AND NOTICE OF MEETING**

**Wednesday, February 7, 2018**

**6:00 p.m.**

**City Hall Council Chambers — Grand Island**

**1. Call to Order.**

**This is a public meeting subject to the open meetings laws of the State of Nebraska. The requirements for an open meeting are posted on the wall in this room and anyone who would like to find out what those are is welcome to read through them.**

**The Planning Commission may vote to go into Closed Session on any Agenda Item as allowed by State Law.**

**The Commission will discuss and may take action on any item listed on this agenda.**

**The order of items on the agenda may be reorganized by the Chair to facilitate the flow of the meeting to better accommodate the public.**

**2. Minutes of the December 6, 2017.**

**3. Request Time to Speak.**

**4. Request for Conservation Easement - Concerning a Conservation Easement – Sections 13 and 14 in Township 9 N, Range 11 W. of the 6th P.M. (C-09-2018HC)**

**5. Public Hearing – Adoption of the Grand Island Zoning Map – Public hearing to re-adopt the City of Grand Island Zoning Map, with proposed changes as produced using the Hall County Geographic Information System. This map will serve to give notice to all parties that the zoning districts, Grand Island City limits, and 2-mile extraterritorial zoning jurisdiction are as shown on the zoning map. A copy of the proposed changes is available at the Hall County Regional Planning Department office (C-11-2018GI)**

**6. Final Plat – Gard Subdivision – Grand Island – located south of U.S. Highway 34 and east of Blaine Street in the City of Grand Island, in Hall County, Nebraska (3 lots, 19.024 acres)**

**7. Preliminary Plat – Lassonde 3<sup>rd</sup> Subdivision – Grand Island – located south of Capital Avenue and east of St. Paul Road in the City of Grand Island, in Hall County, Nebraska (23 lots, 3.593 acres)**

**Final Plat – Lassonde 3<sup>rd</sup> Subdivision – Grand Island – located**



south of Capital Avenue and east of St. Paul Road in the City of Grand Island, in Hall County, Nebraska (23 lots, 3.593 acres)

**8. Director's Report.**

- **Street Widths.**

**9. Next Meeting March 14, 2018.**

**10. Adjourn.**

**PLEASE NOTE: This meeting is open to the public, and a current agenda is on file at the office of the Regional Planning Commission, located on the second floor of City Hall in Grand Island, Nebraska.**

**Staff Recommendation Summary  
For Regional Planning Commission Meeting  
Wednesday, February 7, 2018**

- 3. Request for Conservation Easement** - Concerning a Conservation Easement – Sections 13 and 14 in Township 9 N, Range 11 W. of the 6th P.M. The property is located south of the Platte River and north of Platte River Drive. (C-09-2018HC) (Discussion, Action).
- 4. Public Hearing – Adoption of the Grand Island Zoning Map** – Public hearing to re-adopt the City of Grand Island Zoning Map, with proposed changes as produced using the Hall County Geographic Information System. This map will serve to give notice to all parties that the zoning districts, Grand Island City limits, and 2-mile extraterritorial zoning jurisdiction are as shown on the zoning map. A copy of the proposed changes is available at the Hall County Regional Planning Department office (C-11-2018GI) (Hearing, Discussion, Action)
- 5. Final Plat – Gard Subdivision – Grand Island** – located south of U.S. Highway 34 and east of Blaine Street in the City of Grand Island, in Hall County, Nebraska (3 lots, 19.024 acres) (Discussion, Action)
- 6. Preliminary Plat – Lassonde 3<sup>rd</sup> Subdivision – Grand Island** – located south of Capital Avenue and east of St. Paul Road in the City of Grand Island, in Hall County, Nebraska (23 lots, 3.593 acres) (Discussion, Action)

**Final Plat – Lassonde 3<sup>rd</sup> Subdivision – Grand Island** – located south of Capital Avenue and east of St. Paul Road in the City of Grand Island, in Hall County, Nebraska (23 lots, 3.593 acres) (Discussion, Action)



# **Hall County Regional Planning Commission**

**Wednesday, February 7, 2018  
Regular Meeting**

## **Item 1**

### **Request for Conservation Easement**

Staff Contact: Chad Nabity

#### **Agenda Item #4**

#### **PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:**

February 7, 2017

**SUBJECT:** *Conservation Easement C-09-2018HC*

**PROPOSAL:** William V. Wolbach and The Platte River Whooping Crane Trust, Inc, have submitted a request to Hall County for the approval of a conservation easement on property owned by the William Vanarsdale Trust Agreement in sections 5 and 8 township 9 N, Range 10 west of the 6<sup>th</sup> P.M. This property is located south of the Platte River and north of Platte River Drive.

The Hall County Board of Supervisors forwarded this matter to the planning commission per statutory requirements at their meeting on January 9, 2018.

#### **OVERVIEW:**

The William Vanarsdale Trust Agreement currently owns this property and wishes to transfer a conservation easement on this property to The Platte River Whooping Crane Trust, Inc. They are proposing to place a conservation easement on the property with rights to enforce that easement transferred to The Platte River Whooping Crane Trust, Inc. The owner of the property is agreeable to the easement and subsequent restrictions on use. As defined by NRSS §76-2112, The Platte River Whooping Crane Trust, Inc. is eligible to receive, hold and enforce the conservation easement.

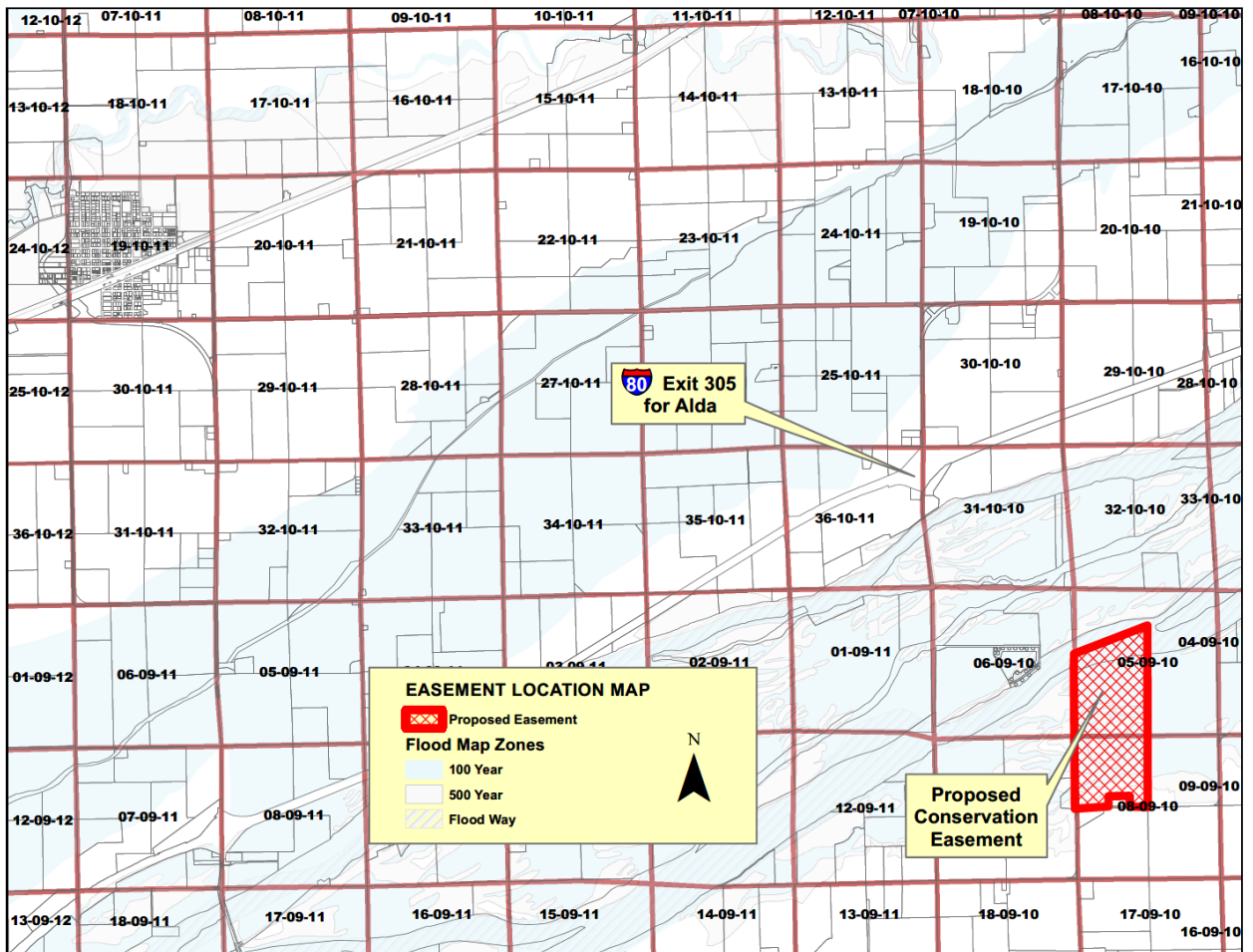
A recommendation on this easement to determine conformity with the Comprehensive Plan is required by State Statutes.

#### **Site Analysis**

<i>Current zoning designation:</i>	AG-R-River Corridor Agricultural District
<i>Permitted and conditional uses:</i>	Agriculture and Recreation Related uses with specific limitations the River Overlay and Flood Plain
<i>Comprehensive Plan Designation:</i>	River Protection Corridor
<i>Existing land uses:</i>	Pasture/Hay Ground Pivot irrigated field Interstate 80
<i>Site constraints:</i>	Flood Plain over portions of a majority of the site

#### **Adjacent Properties Analysis**

<i>Current zoning designations:</i>	North, East and West: AG-R-River Corridor Agricultural District South A-1 Agricultural Primary District
<i>Comprehensive Plan Designation:</i>	North, East and West: River Protection Corridor South: Agriculture
<i>Existing land uses:</i>	River Farm Ground/Pasture Ground/Farm House



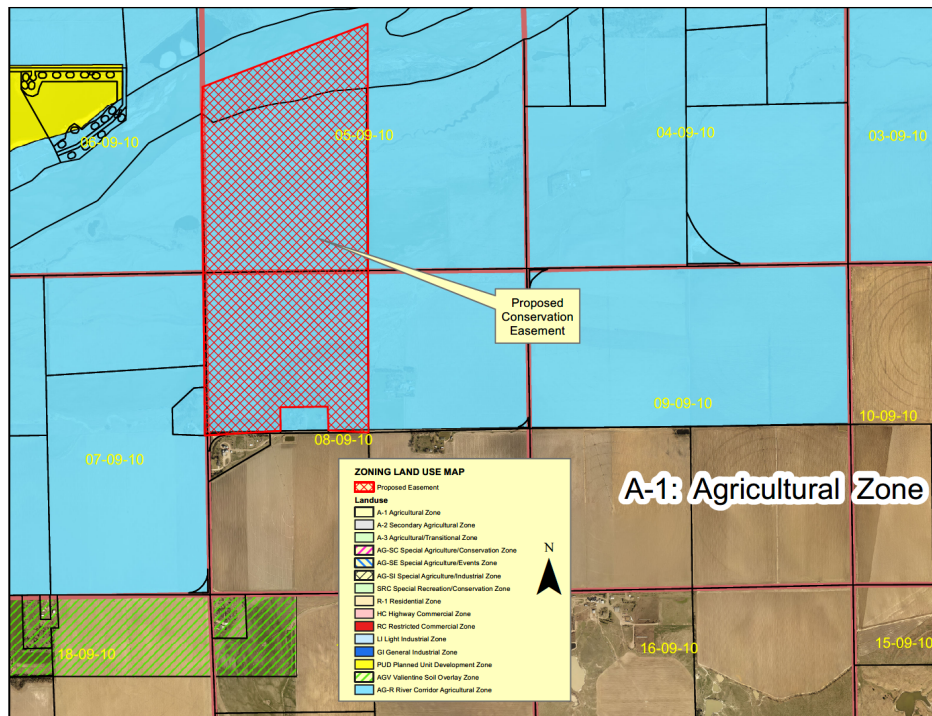


Figure 1 Zoning Map with proposed Easement Highlighted

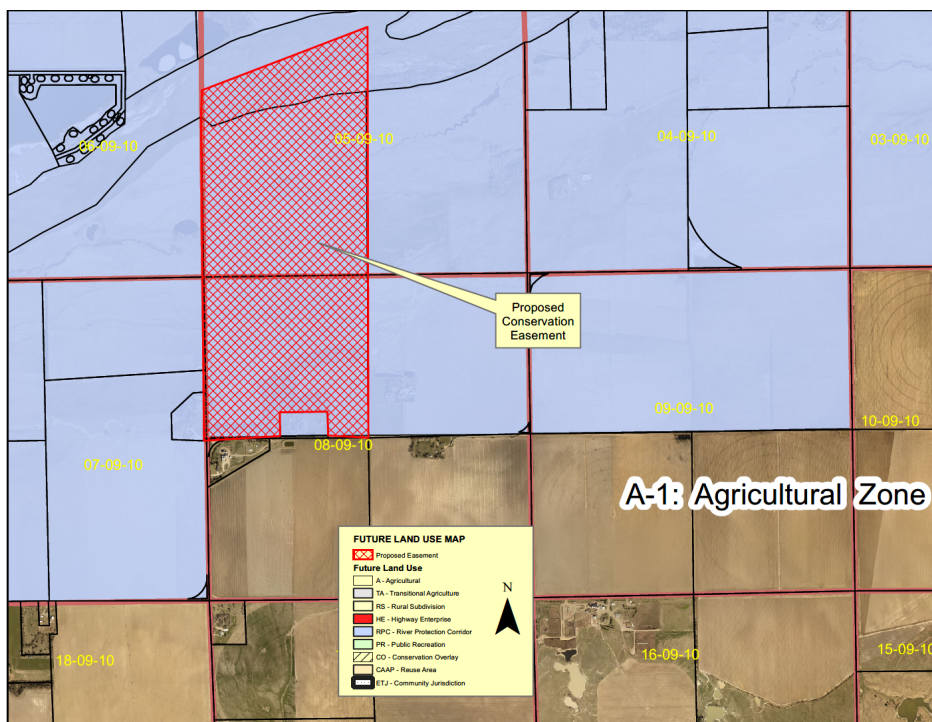


Figure 2 Future Land Use Map with Proposed Easement Highlighted



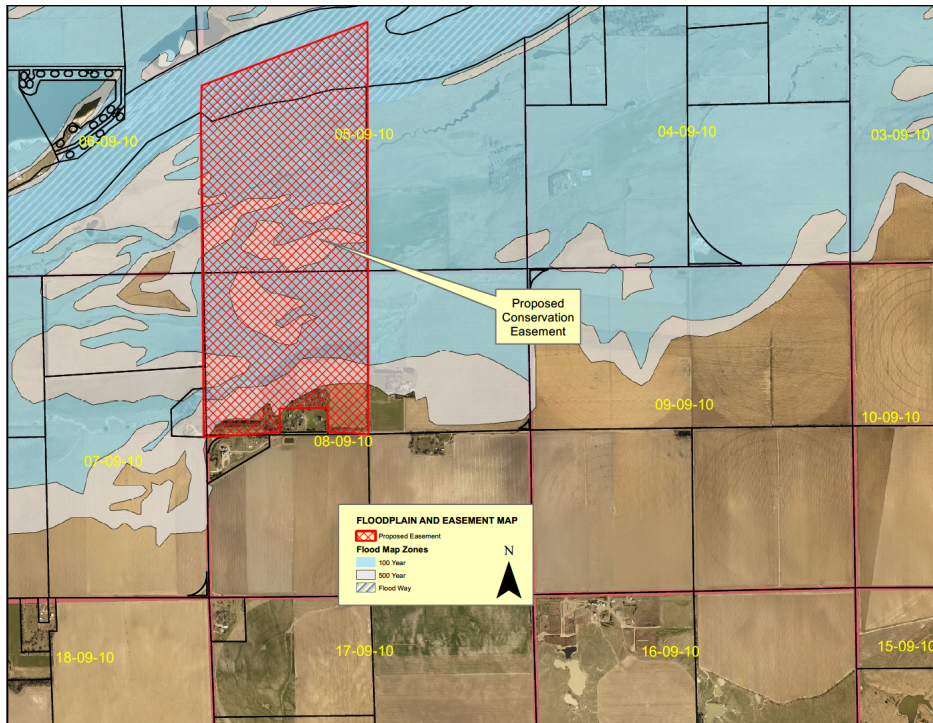


Figure 3 Flood Maps and Conservation Easement

## 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



**LEININGER, SMITH, JOHNSON, BAACK,  
PLACZEK & ALLEN**

**PARTNERS**

BRUCE I. SMITH  
MICHAEL L. JOHNSON  
AREND R. BAACK  
DANIEL M. PLACZEK  
CATHLEEN H. ALLEN  
BRANDON S. CONNICK  
TANYA J. HANSEN

**ATTORNEYS AT LAW**

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**ASSOCIATES**

JARED J. KREJCI  
ERIN E. SCHROEDER  
ANDREW T. RUBIN  
  
A.J. LUEBS (1903-1996)  
D. STEVEN LEININGER (RETIRED)

December 29, 2017

Ms. Marla Conley  
Hall County Clerk  
121 S. Pine Street  
Grand Island, NE 68801

*via email [marlac@hallcountyne.gov](mailto:marlac@hallcountyne.gov)*

Re: Conservation Easement Agreement between William V. Wolbach,  
Trustee of the William Vanarsdale Wolbach Trust Agreement dated  
February 2, 1993 as amended and The Platte River Whooping Crane  
Maintenance Trust, Inc. (the "Crane Trust")

Dear Marla:

As a follow up to our telephone conversation of this morning, this is to confirm that I represent Van Wolbach, individually and as Trustee of the William Vanarsdale Wolbach Trust referenced above. In this capacity, I have assisted Mr. Wolbach in negotiating and executing a Conservation Easement Agreement with the Crane Trust relating to the following described real estate which is titled in Mr. Wolbach's name as Trustee of the above referenced Trust:

The Northwest Quarter (NW $\frac{1}{4}$ ) of Section Eight (8) and Lots Three (3) and Four (4) on Mainland, and the South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ ) of Section Five (5), all in Township Nine (9) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, except Lot One (1), Martin Brothers Subdivision, Hall County, Nebraska.

I am attaching a copy of the Conservation Easement Agreement which has been signed by Mr. Wolbach and by Chuck Cooper, President of The Platte River Whooping Crane Maintenance Trust, Inc.

As we discussed pursuant to NEB. REV. STAT. §76-2,112(3) it is necessary that we obtain the approval of this Conservation Easement by the Hall County Board of Supervisors. Accordingly, please place this matter on the agenda for the County Board meeting scheduled for January 9, 2018. I am emailing a copy of this letter with the attached Conservation Easement Agreement to both Chad Nabity and Jack Zitterkopf. I presume that Chad and Jack will be submitting to you their comments and recommendations concerning this easement in order for the same to be voted on at the County Board meeting on January 9, 2018; however, it may be that the Board procedure requires a vote on the approval of the Easement at a subsequent Board meeting. Addition-

ally, I presume that Jack will prepare the required Resolution for the Board to approve the Conservation Easement; however, if you prefer that I prepare the required Resolution please let me know. Also, would you please advise me as to whether or not I should be present at the meeting(s) as attorney for Mr. Wolbach.

Thank you for your assistance in this regard and if you have any questions or comments please feel free to contact me.

Sincerely,

LEININGER, SMITH, JOHNSON,  
BAACK, PLACZEK & ALLEN



BRUCE I. SMITH  
BIS/par/attach

cc:	Mr. William V. Wolbach	<u><a href="mailto:vwolbach@gmail.com">via email vwolbach@gmail.com</a></u>
	Mr. Mark L. Brasee	<u><a href="mailto:mbrasee@fraserstryker.com">via email mbrasee@fraserstryker.com</a></u>
	Mr. Chad Nabity	<u><a href="mailto:chadn@grand-island.com">via email chadn@grand-island.com</a></u>
	Mr. Jack Zitterkopf	<u><a href="mailto:jackz@hallcountyne.gov">via email jackz@hallcountyne.gov</a></u>

5501-3/669054

### CONSERVATION EASEMENT AGREEMENT

**THIS CONSERVATION EASEMENT AGREEMENT** ("Conservation Easement") is made December \_\_\_\_, 2017, by and between the William V. Wolbach, Trustee of the William Vanarsdale Wolbach Trust Agreement dated February 2, 1993, as amended ("Grantor"), The Platte River Whooping Crane Trust, Inc., a nonprofit corporation, with offices at 6611 Whooping Crane Drive, Wood River, NE 68883 ("Holder").

**WHEREAS**, Grantor is the owner in fee simple of certain real property consisting of approximately 380.59 acres of land more or less located in the Hall County, Nebraska, and legally described on Exhibit A attached hereto and made a part hereof (the "Premises"); and

**WHEREAS**, the Premises possesses certain open, natural, scenic, agricultural, ecological, archeological, historic and educational characteristics of particular public value; and

**WHEREAS**, Grantor and Holder recognize the value and special character of the Premises and acknowledge a common purpose to conserve these special values of the Premises, and to conserve and protect the special plant and animal populations on the Premises, as well as subsurface and surface water resources and to prevent the use or development of the Premises for any purpose or in any manner that would conflict with the maintenance and preservation of the Premises in its current, natural, scenic and open condition; and

**WHEREAS**, Grantor as owner of the Premises, on behalf of its successors and assigns, intends to convey to Holder the right to preserve and protect the special conservation values of the Premises in perpetuity.

**NOW THEREFORE**, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein and in consideration of TEN DOLLARS (\$10.00) paid by Holder to Grantor, the receipt and sufficiency of which is hereby acknowledged and pursuant to the laws of the State of Nebraska, and in particular the Conservation and Preservation Easements Act, Neb. Rev. Stat. §§ 76-2,111 - 76-2,118, as amended, Grantor hereby voluntarily grants and conveys unto Holder a Conservation Easement in perpetuity over the Premises which is intended to run with the land as a real covenant and is not personal in nature or in interest, of the nature and character, and to the extent hereinafter set forth.

**1. Purpose:** It is the purpose of this Conservation Easement to assure that the Premises will be retained forever in its open, natural, scenic, agricultural, ecological, or educational condition and to prevent any use of the Premises that will significantly impair or interfere with the conservation values of the Premises. Grantor intends that this Conservation Easement will confine the use of the Premises as are consistent with the purpose of this Conservation Easement and the Management Plan for the Premises developed by Holder and agreed to by Grantor contemporaneously with this Conservation Easement (the "Management Plan"). The Management Plan which sets forth specific procedures by which the Premises shall be maintained, including, but not limited to, the adequate maintenance of the Premises to preserve the natural values, public access (if applicable) and other matters as may be required for the preservation of the Premises. Grantor shall have the right from time to time to request an amendment of the Management Plan by the Holder in accordance with the amendment procedure set forth in the Management Plan. The original Management Plan and any amendments thereto are subject to the approval by the Holder in writing. Any conflict between the Management Plan and the terms and conditions of this Conservation Easement shall be resolved in favor of this Conservation Easement.

**2. Rights of Holder:** To accomplish the purpose of this Conservation Easement, the following rights are conveyed to the Holder by this Conservation Easement:

- a. To preserve and protect the conservation values of the Premises;
- b. To enter upon the Premises at all reasonable times with notice to the Grantor and, if necessary, across other lands owned by Grantor adjacent to the Premises in order to: (i) monitor and inspect Grantor's, or its successors or assigns, compliance with the covenants and purposes of this Conservation Easement, (ii) enforce the terms of this Conservation Easement, (iii) take any and all actions as may be necessary or appropriate, with or without order of court, to remedy or abate violation hereof; and (iv) after prior notice to Grantor or its successors or assigns, to observe and study nature, make scientific and educational observations and studies in such manner as will not disturb the quiet enjoyment of the Premises by Grantor. Holder shall reimburse the Grantor for all damages to growing crops, fences or other property on the Premises which may be caused by the exercise of such rights except in instances in which Holder is taking action to remedy a violation of this Conservation Easement by Grantor.
- c. To prevent any activity or use of the Premises that is inconsistent with the purpose of this Conservation Easement and the Management Plan.
- d. To restore such areas or features of the Premises that may be damaged by any inconsistent activity of use, pursuant to this Conservation Easement.
- e. To allow reasonable public access to the Premises for habitat and educational tours or purposes which shall at all times be guided and accompanied by Holder as set forth in the Management Plan in such manner as will not disturb the quiet enjoyment of the Premises by Grantor.

**3. Rights of Grantor:** Grantor reserves for itself, its successors and assigns, the following reserved rights provided, however, that the exercise of such rights will not interfere with or have an adverse impact on the essential natural, open and scenic quality of the Premises:

- a. To sell, give or otherwise convey the Premises or any interest in the Premises; provided, such conveyance is subject to the terms of this Conservation Easement and the Management Plan.
- b. To continue to use the Premises, as identified on Exhibit B, for agricultural purposes that are consistent with this Conservation Easement and Management Plan. Grantor may continue to use the Premises for such commercial agricultural purposes, including the planting/harvesting of row crops, application of fertilizer, insecticides and herbicides in accordance with the best course of husbandry customarily practiced in the same geographical vicinity of the Premises.
- c. The erection, maintenance and replacement of signs with respect to hunting, trespass, trail access, identity and address of the occupants, sale of the Premises, the Holder's interest in the Premises, and the protected conservation values.
- d. Such other non-prohibited activities requested by the Grantor and expressly approved in writing by the Holder, in its sole and exclusive discretion.

**4. Restrictive Covenants/Conservation Values Protected:** The Premises serve as critical pre-roost staging habitat for Sandhill Cranes and on occasion Whooping Cranes. Protecting the Premises is biologically important and integral to preserving high quality Crane roost habitat as well as habitat for grassland birds of concern such as the Bobolink.

**5. Prohibited Activities and Uses:** Any activity on or use of the Premises not enumerated in Section 3 as reserved to Grantor is prohibited, including, without limitation, any activity or use inconsistent with the purpose of this Conservation Easement and/or the Management Plan. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited on, above, and below the premises:

- a. The rezoning or subdividing the Premises or the disturbance or change in the natural habitat that would be inconsistent with the conservation values, except for agricultural use as set forth in in Subsection 3(b) and Exhibit B.
- b. The temporary or permanent placement or construction in, on or under the Premises of any buildings, structures, or other improvements of any kind, including, without limitation, camping accommodations or mobile homes, fences, signs, billboards or other advertising material, roads, utility poles, towers, conduits, or lines or other structures, other than those structures currently on the Premises and as may be permitted pursuant to the Management Plan. As referenced in the Management Plan-Section 3(b), a hunting blind and associated storage trailer are currently located on the Premises. Such structures may remain and Holder shall repair, maintain and replace (with structures of the same or smaller size and construction). No residential, commercial or industrial activity of any kind shall be permitted on the Premises, except the agricultural uses as set forth in this Conservation Easement and the Management Plan.
- c. Any ditching, draining, digging, filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, or any building of roads or change in the topography of the Premises in any manner, except as set forth in the Management Plan.
- d. Any removal, destruction or cutting of trees or plants or planting of trees or plants (except as is necessary to maintain the Premises), use of fertilizers, spraying with biocides,

introduction of state listed noxious plants and animals, except as otherwise provided hereinabove at Subsection 3.b and as may be set forth in the Management Plan.

- e. The dumping or storing of ashes, trash, garbage, wastes, refuse, debris, or other unsightly or offensive material, and the changing of the topography through the placing of soil or other substance or material such as land fill or dredging spoils, nor shall any activities be conducted directly on the Premises, or on adjacent property which could cause erosion or siltation on the Premises.
- f. The manipulation or alteration of ponds, water courses, rivers, streams, wetlands, lake shores, marshes or other surface or subsurface water bodies, or activities which would be detrimental to water purity or to the protection of the watershed, which includes the subject property, or which could alter natural water level and/or flow.
- g. The hunting or trapping of animals except as allowable by state and federal regulations.
- h. No portion of the Premises may be used toward building or development requirements on this parcel.
- i. Long term storage of vehicles including motorcycles, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises, except as set forth in the Management Plan.
- j. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation.
- k. Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Conservation Easement or which would materially impair its conservation interests.

**6. Holder's Remedies:** If any Holder determines that Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, the Holder shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Holder, Holder may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which Holder may be entitled for violation of the terms of this Conservation Easement or injury to any conservation values protected by this Conservation Easement, including damages for the loss of scenic, aesthetic, water resource protection or environmental values, and to require the restoration of the Premises to the condition that existed prior to any such injury, costs incurred and reasonable attorney fees to prosecute any such actions to enforce. Without limiting Grantor's liability therefore, Holder, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Premises. If Holder, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Premises, Holder may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Holder's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement, and Grantor agrees that if Holder's remedies at law for any violation of the terms of this Conservation Easement are inadequate, that Holder shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Holder may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the

inadequacy of otherwise available legal remedies. Holder's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Nothing contained in this Conservation Easement shall be construed to entitle Holder to bring any action against Grantor for any injury to or change in the Premises resulting from any causes beyond Grantor's control, including, without limitation, fire, flood, storm, or earth movement.

- a. Costs of Enforcement. Any costs incurred by Holder in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, costs of suit and attorney's fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Conservation Easement, shall be borne by Grantor.
- b. Holder's Discretion. Enforcement of the terms of this Conservation Easement shall be at the sole discretion of Holder, and any forbearance or delay by Holder to exercise its rights under this Conservation Easement, in the event of any breach of any term of this Conservation Easement by Grantor, shall not be deemed or construed to be a waiver by Holder of such terms or of any subsequent breach of the same or any other term of this Conservation Easement or any of Holder's rights under this Conservation Easement.

#### 7. Formal Provisions:

- a. 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 Premises, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Premises free of any liens arising out of any work performed for, materials, furnished to, or obligations incurred by Grantor.
- b. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Premises by competent authority, and shall furnish Holder with satisfactory evidence of payment upon written request.
- c. Hold Harmless. Grantor shall defend, hold harmless, indemnify, and defend Holder and its directors, officers, employees, agents, contractors and the successors, and assigns of each of them (collectively, the "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, including bodily injury or death, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with bodily injury to or the death of any person, or physical damage to any property, resulting from any act or omission of Grantor or Grantor's employees or agents, except any negligent act or omission of the Indemnified Parties.
- d. Title and Priority. Grantor covenants and agrees that: (i) Grantor is the owner in fee of the Premises, (ii) Grantor has a good right to convey and grant the Conservation Easement; (iii) the Premises is free of liens and encumbrances; and (iv) Grantor shall warrant and defend the title thereto against the claims and demands of all persons whomsoever. In the event there exists any prior mortgage, deed of trust, or encumbrance with respect to the Premises, Grantor shall, at Grantor's cost, either: (v) prior to recording this Conservation Easement, obtain from any party holding a mortgage, deed of trust, or other encumbrance against the Premises which was recorded prior to this Conservation Easement, an agreement, in recordable form and in form reasonably acceptable to Grantee, that this Conservation Easement shall be deemed prior to any such mortgage,

deed of trust, or encumbrance and such mortgage, deed of trust, or encumbrance shall be subordinate in all respects to this Conservation Easement; or (vi) if there is no mortgage, deed of trust, or encumbrance affecting the Premises, record this Conservation Easement prior to recording any deed of trust, mortgage, or other encumbrance against the Premises. Grantee may, at its expense, obtain title insurance insuring the priority of this Conservation Easement, and Grantor will cooperate, at no expense to Grantor, with Grantee in obtaining such title insurance.

#### **8. General Provisions:**

- a. Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the land in perpetuity.
- b. Counterparts; Recording. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling. This Conservation Easement shall be signed by all parties and recorded with the Register of Deeds of the County in which the Premises is located.
- c. Nebraska law. This Conservation Easement shall be and is deemed to be a conservation restriction under the laws of the State of Nebraska only, and shall be construed and given effect in accordance with the laws of the State of Nebraska and not otherwise.
- d. Severability. If any provision of this Conservation Easement or the application hereof to any person or circumstance shall be to any extent invalid or unenforceable, the remainder of this Conservation Easement and the application to persons or circumstances other than those as to which it is invalid or unenforceable shall not be effected thereby, and each term and provision of this Conservation Easement shall be valid and enforceable to the fullest extent permitted by law.
- e. Waiver. No consent or waiver, expressed or implied by either party to or of any breach in the performance by the other party of its agreements hereunder shall be construed as a consent or waiver to or of any breach in the performance by such party of the same or any other agreement. The failure on the part of either party to complain of any such action or inaction on the part of the other or to declare the other in default, no matter how long such failure may continue, shall not be deemed to be a waiver by either party of any of its rights hereunder.
- f. Construction. This Conservation Easement shall not be construed, without regard to any presumption or other rule requiring construction, against the party causing this Conservation Easement to be drafted.
- g. Notice. Any notice given by one party to the other party pursuant to this Conservation Easement must be in writing using one of the following methods of delivery: (i) personal delivery; (ii) certified mail, return receipt requested and postage prepaid; or (iii) nationally recognized overnight courier, with all fees prepaid. A party giving a notice must address the notice to the receiving party at the address listed in the introductory paragraph of this Conservation Easement or to the address for notice of the real estate tax records in the county in which the Premises is located.

#### **9. Amendments, Assigns and Transfers:**



- a. Amendment. This Conservation Easement may only be amended if in writing and by unanimous agreement of the Grantor(s) and the Holder or each of their successors and assigns. Any amendments to this Conservation Easement must be signed by all parties and recorded with the Register of Deeds of the County in which the Premises is located to be valid and enforceable.
- b. Assignment. This Conservation Easement is not assignable or otherwise transferrable by Grantor except when the fee simple interest of the Premises is conveyed by Grantor. Holder may assign its rights and obligations under this Conservation Easement pursuant to the Conservation and Preservation Easements Act. Upon such assignment, the then existing Holder shall be relieved of any and all obligations under this Conservation Easement.
- c. Subsequent Transfers. Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Premises, including, without limitation, a leasehold interest.

**10. Right of First Refusal:** If Grantor desires to sell the Premises and shall receive a bona fide written offer (the "Purchase Offer") from any unaffiliated third party, Grantor shall by written notice (the "Offer Notice") to Holder, offer to Holder the right to enter into a contract for the purchase of the Premises on the terms set forth in such Purchase Offer and Holder shall have thirty (30) days after receipt of such Offer Notice in which to accept in writing such terms and conditions. Upon a timely acceptance of such Purchase Offer by Holder, Grantor and Holder shall enter into a contract for the purchase of the Premises upon the terms and conditions specified in the Offer Notice from Grantor to Holder. In the event that Holder shall fail to accept the terms and conditions of sale by written notification to Grantor prior to the expiration of such thirty (30)-day period, Grantor shall thereafter be free to sell the Premises to any such unaffiliated third party pursuant to the Purchase Offer. Notwithstanding anything herein to the contrary, in the event that (i) Grantor fails to close within ninety (90) days after the closing date set forth in the Purchase Offer or (ii) a material term in a Purchase Offer is modified, for purposes of this Conservation Easement, such proposed sale after said ninety (90) day period or such material modification to a Purchase Offer shall be deemed to create a new Purchase Offer and, notwithstanding a prior election or deemed election by Holder not to purchase the Premises, such new Purchase Offer shall be subject to the requirements set forth in this Section. The right of first refusal contained in this Section shall not apply to a foreclosure or similar sale of the Premises by any holder of a mortgage on the Premises or to the granting of a deed in lieu of foreclosure by Grantor to such holder. Holder's right of first refusal granted herein shall remain in full force and effect until the termination of this Conservation Easement and shall be binding upon any subsequent owners of the Premises should any subsequent owner receive an offer for the sale of the Premises that it desires to accept.

**11. U.S. Fish and Wildlife Service Notice:** This Conservation Easement is being conveyed subject to requirements of a grant from the U.S. Fish and Wildlife Service-Division of Bird Habitat Conservation, 1849 C Street, NW, Washington, DC 20240, through the North America Wetlands Conservation Act, through a proposal named Central Platte River Partnership II, submitted by Ducks Unlimited, Inc., on July 3, 2014. A grant, Agreement F15AP00437, was awarded to Ducks Unlimited, Inc., on May 21, 2015. Copies of the grant proposal and grant agreement are kept at the offices of the U.S. Fish and Wildlife Service-Division of Bird Habitat

Conservation, 1849 C Street, NW, Washington, DC 20240 and the office of Ducks Unlimited, Inc., 2525 River Road, Bismarck, ND 58503. This conservation easement was created to protect valuable wetlands and waterfowl habitat and contains restrictions on the use and development of the property that are intended to protect its conservation values.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

[Signatures appear on the following page]

[SIGNATURE PAGE TO CONSERVATION EASEMENT AGREEMENT-WOLBACH]

**GRANTOR:**

William Vanarsdale Wolbach Trust Agreement dated  
February 2, 1993, as amended

By: William V. Wolbach

William V. Wolbach, Trustee

**HOLDER:**

The Platte River Whooping Crane Maintenance Trust, Inc.,  
a nonprofit corporation

By: Chuck Cooper

Chuck Cooper, President

STATE OF MISSOURI )

COUNTY OF Jackson ) ss.

On this 29 day of December, 2017, before me, a notary public in and for said county and state, personally came William V. Wolbach, Trustee, of the William Vanarsdale Wolbach Trust Agreement dated February 2, 1993, as amended, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Trust.

WITNESS my hand and notarial seal, in said county and state, the day and year last above written.

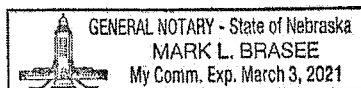
Tina Davis  
Notary Public

STATE OF NEBRASKA )

COUNTY OF DOUGLAS ) ss.

On this 29<sup>th</sup> day of December, 2017, before me, a notary public in and for said county and state, personally came Chuck Cooper, President of The Platte River Whooping Crane Maintenance Trust, Inc., a nonprofit corporation, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal, in said county and state, the day and year last above written.



Mark L. Brasee  
Notary Public

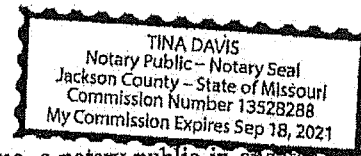


Exhibit A  
**Premises**

Hall County Parcel Nos. 400231336 and 400232255, with all accretion thereto

The Northwest Quarter (NW/14) of Section Eight (8), and Lots Three (3) and Four (4) on Mainland, and the South half of the Southwest Quarter (S 1/2 SW 1/4) of Section Five (5), all in Township Nine (9) North, Range Ten (10), West of the 6th P.M., in Hall County, Nebraska, except Lot One (1), Martin Brothers Subdivision, Hall County, Nebraska, containing approximately 380.59 acres.

[Subject to confirmation by the Title Commitment]

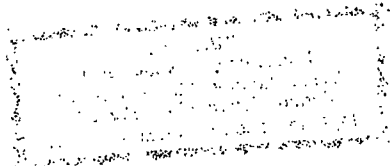


Exhibit B  
**Existing Agricultural Uses**

The Premises is zoned AG-R River Corridor Agricultural District and its current uses are ;

- a. pivot irrigated agricultural - 163.90 acres
- b. dry land agricultural - 36.74 acres
- c. grass/hay meadows - 130.23 acres
- d. accretion - 48.00 acres
- e. unimproved road - 1.72 acres



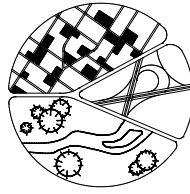
# Hall County Regional Planning Commission

Wednesday, February 7, 2018  
Regular Meeting

## Item E1

**12.06.18 Minutes**

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  
December 6, 2017

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The meeting of the Regional Planning Commission was held Wednesday, December 6, 2017, in the Council Chambers - City Hall – Grand Island, Nebraska. Notice of this meeting appeared in the "Grand Island Independent" on November 24, 2017.

Present: Pat O'Neill	Robin Hendricksen (arrived at 6:58 p.m.)
Les Ruge	Dean Kjar
Hector Rubio	Derek Apfel
Judd Allan	Jaye Monter
Carla Maurer	Greg Robb (arrived at 6:06 p.m.)

Absent: Leonard Rainforth, Tony Randone.

Other: Hall County Supervisor Karen Bredthauer, Grand Island City Councilman Mitch Nickerson, Hall County Engineer Steve Riehle, Grand Island Public Works Director John Collins.

Staff: Chad Nabity, Tracy Overstreet Gartner.

Press: Austin Koeller, Grand Island Independent.

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**1. Call to order.**

Chairman O'Neill called the meeting to order at 6:00 p.m.

O'Neill 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 are posted on the wall in the room and easily accessible to anyone who may be interested in reading them.

O'Neill also noted the Planning Commission may vote to go into Closed Session on any agenda item as allowed by State Law.

The Commission will discuss and may take action on any item listed on this agenda.

The order of items on the agenda may be reorganized by the Chair to facilitate the flow of the meeting to better accommodate the public.

**2. Minutes of the November 1, 2017 meeting.**

A motion was made by Apfel and seconded by Maurer to approve the minutes of the November 1, 2017 meeting.

The motion carried with eight members in favor (Apfel, Allan, O'Neill, Ruge, Maurer, Monter, Rubio and Kjar) and no members voting no or abstaining.

**3. Request Time to Speak.**

Steve Spaulding, 3204 S. Shady Bend Road, Items 6 and 7; Christie DePoorter, 3321 Conrad Drive, Items 6 and 7; Elaine Dooley, 3060 Roselawn Drive, Items 6 and 7; Linda Uhrich, 3126 Goldenrod Drive, Items 6 and 7. The following requested time to speak during discussion on Items 6 and 7: Ray Dooley, 3060 Roselawn Drive.

**4. Public Hearing – Redevelopment Plan – Take Flight Investments LLC–**

Concerning an amendment to the redevelopment plan for CRA Area 1 for a Site Specific Redevelopment Plan of 209 W. Third, Grand Island, Hall County, Nebraska (C-07-2018GI)

This item was held after the public hearings on Items 5 and 6 as the developer had not yet arrived, but had indicated he would be arriving from another meeting. O'Neill opened the public hearing.

Nabity said this redevelopment plan by Think Smart LLC is seeking to redevelop the former Connie Swanson Photography building at 209 W. Third into commercial space on the first floor and residential space on the mezzanine and second floor. Nabity said the mixed use downtown is consistent with Grand Island's comprehensive plan.

Ruge asked about access to the alley for fire response. Nabity said the development will have to comply with fire code.

O'Neill closed the public hearing.

A motion was made by Hendricksen and seconded by Allan to recommend approval of the redevelopment plan and Resolution 2018-05, finding that the plan is consistent with the comprehensive land use plan.

The motion carried with ten members in favor (Apfel, Allan, O'Neill, Ruge, Maurer, Robb, Monter, Rubio, Hendricksen and Kjar) and no members voting no or abstaining.



**5. Public hearing – One and Six Year Street Improvement Plan – Grand Island –**  
Public hearing and action on the 2018 to 2023 street improvement plan for the City of Grand Island, Hall County, Nebraska (C-08-2018GI)

O'Neill opened the public hearing.

Grand Island Public Works Director John Collins detailed the street improvements that were substantially completed over the current year. He then displayed a spreadsheet listing the proposed projects for the next six years. Collins said upgrades to the Five Points intersection and work on the Sycamore Street underpass are of note. Upgrades to 13<sup>th</sup> Street have been moved up to the 2018-19 fiscal year due to the proposed relocation of a fire station at 13<sup>th</sup> and North Road. Other projects in the next year include reconfiguring Stolley Park, raising the clearance from 13 feet to 16 feet and improving drainage on the Sycamore Street underpass, widening and improving Old Potash Highway on either side of Highway 281, and the standard local resurfacing projects. Collins then displayed a map of the projects for 2019-2023.

Ruge and Allan asked about state funding, design and timeline for the Highway 30 realignment, which Collins said is on tap for 2022. Ruge expressed concern that the Old Potash work needed to extend further west to Engleman Road. Collins said that area is under study but will likely be addressed in a separate project. Ruge said 13<sup>th</sup> Street and the North Road area needs more upgrades than those planned. Collins said 13<sup>th</sup> Street does have a lot of traffic. He said morning and evening commute traffic causes more delays on 13<sup>th</sup> than traffic from Westridge Middle School, although the school does create traffic congestion issues. Collins would like to see those addressed in the next six years – as well as improving all the intersections along North Road. Kjar asked about a traffic signal at 13<sup>th</sup> and North to accommodate the proposed fire station and 911 center there. Collins said a roundabout would work better for the next 20 years. A signal would require turning lanes.

O'Neill closed the public hearing.

A motion was made by Ruge and seconded by Kjar to recommend approval of the Grand Island One and Six Year Street Improvement Plan.

The motion carried with nine members in favor (Apfel, Allan, O'Neill, Ruge, Maurer, Robb, Monter, Rubio and Kjar) and no members voting no or abstaining. (Hendricksen did not vote as he hadn't yet arrived at the meeting.)

**6. Public hearing – Rezoning – Grand Island –** A request to rezone part of Lot 1 and all of Lot 2 of proposed Meadow Lane Seventh Subdivision from LLR Large Lot Residential to B-2 General Business Zone, in the jurisdiction of the City of Grand Island, Hall County, Nebraska (C-33-2017GI)

O'Neill opened the public hearing.

Nabity said this rezoning has been before the commission at the July meeting and was

reconfigured to allow residential lots along Conrad and Goldenrod Drive. However, the Grand Island City Council referred the rezoning and final plat back to the planning commission amid drainage concerns in the area. Nabity said the area doesn't drain well and never really has. He said the county, which has jurisdiction over the roads in the subdivision, last cleaned out the ditches there in 1994. Nabity said he and Hall County Engineer Steve Riehle met with neighbors to work out possible drainage remedies. Nabity said property owner Steve Spaulding has consented to a 30-foot wide drainage easement through part of the subdivision, the developers have consented to creation of a 1.5 acre water retention pond to hold and meter out rainfall and runoff and the county has consented to cleaning out ditches.

Riehle said the county has two proposed short-term remedies – to clean out the ditches along Conrad Drive and Goldenrod and to work with Spaulding to design and implement a 30-foot wide drainage easement along the path of the original slough. Riehle said long term the county plans to work with the Natural Resources District to improve drainage along the slough. Riehle said there is a 4-inch high rise in the slough now that serves as a dam to water trying to flow through. Riehle said ultimately work needs to be done both up gradient (by Wal-Mart South) and down gradient (into Merrick County) to improve water flow through the subdivision. Riehle said the water retention cell could also help improve water flow.

O'Neill asked why the county should pay to clear out ditches when statute states property owners should do so. Riehle said this particular issue has become a health and welfare issue, so he feels the county should do more. Riehle said he feels the county has been negligent in waiting so long to clear out ditches. O'Neill said he was researching state statute and found that the county can make property owners clear drainage ways on their property. O'Neill said if the county doesn't take such action, five property owner can petition the county to force the county to take action. Riehle confirmed that state statute states a county "shall" take drainage action upon petition by five affected property owners.

Riehle said the county is also looking at a potential paving district for an orphaned gravel stretch of Conrad and is looking at replacing/relaying some culvert pipe along Conrad.

Christie DePoorter, 3321 Conrad Drive, owner and developer, spoke in favor of the rezoning. She said over the past six months work has been done to address concerns. Residential lots were identified along Conrad and Goldenrod to maintain the neighborhood feel, she said. DePoorter said restrictive covenants will be prepared to require a green space on the north end of Lot 2 (commercial lot) that can be used in the future for the creation of a 1-acre to 1.5-acre water retention cell to meter water out so the slough is not overwhelmed. She said work is being done with Spaulding to have the drainage easement identified that can serve as the outlet for the retention cell, which is proposed now to be 15 to 20 inches deep with sloped sidewalls. DePoorter said the southwest end of Lot 2 will have an access off Highway 34 and a 40-foot wide easement road will allow access to both Lot 2 and Lot 1. The northern access on Lot 1 that enters onto Conrad is there only to meet the city's regulations of frontage on a public road for all lots. That Conrad access will be a maintenance driveway, not one

that can be accessed by commercial trucks, she said. DePoorter said there are currently no buyers for the proposed commercial lots. There were previously two interested buyers, but their interest ceased after the concerns raised by neighbors back in July.

Steve Spaulding, 3204 S. Shady Bend Road, spoke in favor of the rezoning. He said it makes sense to have commercial usage along Highway 34, but he also favors improving the drainage. Spaulding said he is willing to give up one-half acre of his property for creation of a 30-foot wide drainage easement that the county will take over and maintain. Spaulding said the drainage easement and clearing out ditches should improve drainage through the subdivision as it currently exists. If the Meadow Lane 7<sup>th</sup> area is fully developed, Spaulding said the water retention cell will be needed in order to hold about 90,000 cubic feet of water and meter it out over one to two days after a significant rain.

Elaine Dooley, 3060 Roselawn Drive, said many concerns have been addressed, however she is concerned about standing water in the retention cell and mosquito populations. She is also concerned about existing Highway 34 traffic and fears vehicles slowing to turn into the proposed commercial lots will pose a safety risk. She would like a turn lane there. O'Neill said the state will not allow a turn lane there, however he plans to ask for a speed limit reduction during the next Metropolitan Planning Organization meeting, of which he is the Regional Planning Commission liaison.

Linda Uhrich, 3126 Goldenrod Drive, said the subdivision has had water problems for more than 20 years. The residents there ask the county for improvement and nothing happens. She said when it rains, homeowners dewater, which is nearly useless because they pump water out into their yards, which recycles into the home again. Uhrich said she agrees that something should happen with the field the developers want rezoned, but she has concerns with the water. She wants to see something done so that properties are not flooded.

O'Neill asked that the 1963 aerials shots of the area be displayed so that the commission could see that the subdivision was built in the bottom of the slough. O'Neill asked if drainage easements through the subdivision have been recorded. Nabity said yes.

Ray Dooley, 3060 Roselawn Drive, asked about truck restrictions on the driveway onto Conrad and what improvements down gradient could be made. O'Neill reiterated the ability to force the county to improve drainage through a five-person petition. Nabity said drainage issues up- and down-gradient aren't issues that are related to the rezoning of this particular parcel.

O'Neill called DePoorter to the podium and asked if she would agree to a no-truck stipulation for the driveway on Conrad. She said yes. O'Neill asked DePoorter if she would consent to the set aside of green space for future creation of a water retention cell on Lot 2. She said yes. Allan asked about maintenance on the retention cell. Riehle said he wants the floor of the retention cell built up one foot above the floor of the ditches so that the cell remains dry except for major rain events. That will allow the cell to be mowed and maintained.

O'Neill closed the public hearing.

A motion was made by Ruge and seconded by Robb to recommend approval of the rezoning from LLR Large Lot Residential to B-2 General Business.

The motion carried with nine members in favor (Apfel, Allan, O'Neill, Ruge, Maurer, Robb, Monter, Rubio and Kjar) and no members voting no and one abstaining (Hendricksen.)

7. **Final Plat – Meadow Lane 7<sup>th</sup> Subdivision** – Located north of Highway 34 and west of Shady Bent Road in the jurisdiction of Grand Island, in Hall County, Nebraska. (6 lots, 11.68 acres)

A motion was made by Ruge and seconded by Kjar to stipulate that the subdivision agreement for the Meadow Lane 7<sup>th</sup> Subdivision (which the commission approved September 6, 2017) include a prohibition on a commercial driveway onto Conrad Drive and that green space be set aside on Lot 2 to accommodate the size and design of a water retention cell that meets the approval of the county engineer.

The motion carried with nine members in favor (Apfel, Allan, O'Neill, Ruge, Maurer, Robb, Monter, Rubio and Kjar) and no members voting no and one abstaining (Hendricksen.)

#### **Consent Agenda**

8. **Final Plat – TDKM Subdivision – Hall County** – located south of Platte River Drive and west of Hilltop Road in Hall County, Nebraska (1 lot, 1.02 acres)
9. **Final Plat – Walker Acres Subdivision – Hall County** – located south of Lepin Road and west of 190<sup>th</sup> Road in Hall County, Nebraska ( 1 lot, 3.4407 acres)
10. **Final Plat – Stacy Jo 2<sup>nd</sup> Subdivision – Wood River** – located south of Wood River Road and east of Cottonwood Street in the City of Wood River, in Hall County, Nebraska (1 lot, 0.551 acre)

A motion was made by Hendricksen and seconded by Apfel to recommend approval of the final plats for TDKM Subdivison, Walker Acres Subdivision and Stacy Jo 2<sup>nd</sup> Subdivision.

The motion carried with ten members in favor (Apfel, Allan, O'Neill, Ruge, Maurer, Robb, Monter, Rubio, Hendricksen and Kjar) and no members voting or abstaining.

11. **Election of Officers**

A motion was made by Apfel and seconded by Maurer to retain the current slate of officers: Chairman Pat O'Neill, Vice Chairman Jaye Monter and Secretary Les Ruge.

The motion carried with ten members in favor (Apfel, Allan, O'Neill, Ruge, Maurer, Robb, Monter, Rubio, Hendricksen and Kjar) and no members voting or abstaining.

**12. Director's Report.**

Nabity said the administrative assistant position has been offered and accepted by Crystal Uecker. Her starting date is being worked out. Nabity said he has four interviews Thursday for the planning technician position. He will be attending the annual Nebraska Association of County Officials meeting in Kearney next Thursday.

**13. Next Regular Meeting January 3, 2017.**

**13. Adjourn**

O'Neill adjourned the meeting at 7:46 p.m.

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Leslie Ruge, Secretary  
By Tracy Overstreet Gartner



# **Hall County Regional Planning Commission**

**Wednesday, February 7, 2018  
Regular Meeting**

## **Item F1**

### **Public Hearing - Adoption of the Grand Island Zoning Map**

Staff Contact: Chad Nabity

## Agenda Item # 5

### PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING January 30, 2018

**SUBJECT:** Concerning the re-adoption of the City of Grand Island Zoning Map as produced using the Hall County Geographic Information System as the official zoning map for the City of Grand Island. (C-11-2017GI)

#### PROPOSAL:

On January 24, 2016 the Grand Island City Council approved a map produced using the Hall County GIS as the official zoning map for the City of Grand Island based on the 2004 Comprehensive Plan for the City of Grand Island with all changes to the map as approved through December 31, 2016. As a matter of course, the City of Grand Island 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 Grand Island City limits, and 2-mile extraterritorial jurisdiction, is as shown on the map.

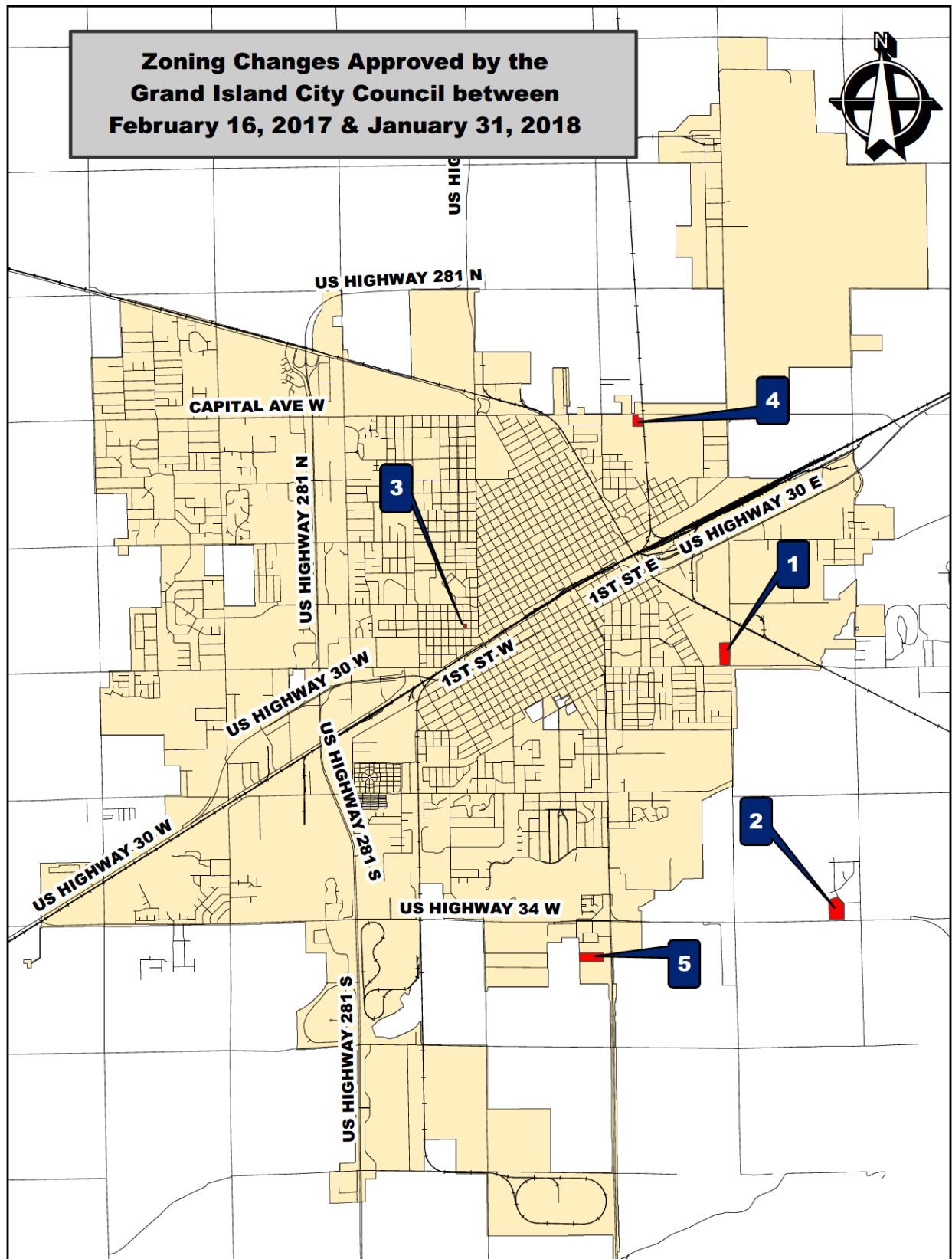
#### BACKGROUND:

##### ZONING CHANGES

The following chart shows the changes that have been approved by the Regional Planning Commission and the Grand Island City Council since December 31, 2016.

<b>Id</b>	<b>Ord</b>	<b>Change</b>	<b>Legal</b>	<b>Case</b>	<b>File Date</b>
1	9643	R-2 to B-2	Lot 1, 2, Bohnart Sub.	C-29-2017GI	7/6/2017
2	9654	LLR to B-2	Lot 1, 2, Block 1 Meadow Lane 7th Sub.	C-33-2017GI	8/23/2017
3	9662	R-2 to R-3	Lot, 8, 9, 10, Block10, Parker & Barr's Sub.	C-03-2018GI	11/2/2017
4	9663	R-3 to R-3 SL	Lot 2, Block 0, Lassonde 2 <sup>nd</sup>	C-04-2018GI	10/4/2017
5	9664	LLR to B-2	Hwy 34 & Locust – JGMO	C-05-2018GI	10/12/2017

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





## ANNEXATIONS

No areas were annexed into the City of Grand Island between December 31, 2016 and January 31, 2018.

No changes to the Grand Island Extraterritorial Jurisdiction were made due to these annexations.

## OTHER PROPOSED CHANGES

Zoning Districts are not always changed as incremental changes are made to street alignments and lot layout within subdivisions. Changes are not always made as annexation occurs. It is appropriate to occasionally consider changing zoning on properties to more accurately reflect the surrounding area. The Planning staff is recommending the changes below for adoption as part of the new zoning map..

Staff is suggesting the 5 changes shown in the table below. All of the proposed changes conform to the general layout of the future land use map and the existing surrounding uses. None of the proposed changes will create any non-conforming uses.

The attached Zoning Map shows the new map as it would look if all of the proposed changes are adopted by the Grand Island City Council. The proposed effective date for this map is April 1, 2018. It is expected that the Grand Island City Council will consider approval of the map at their meeting on February 27, 2018.

### Proposed Zoning Changes

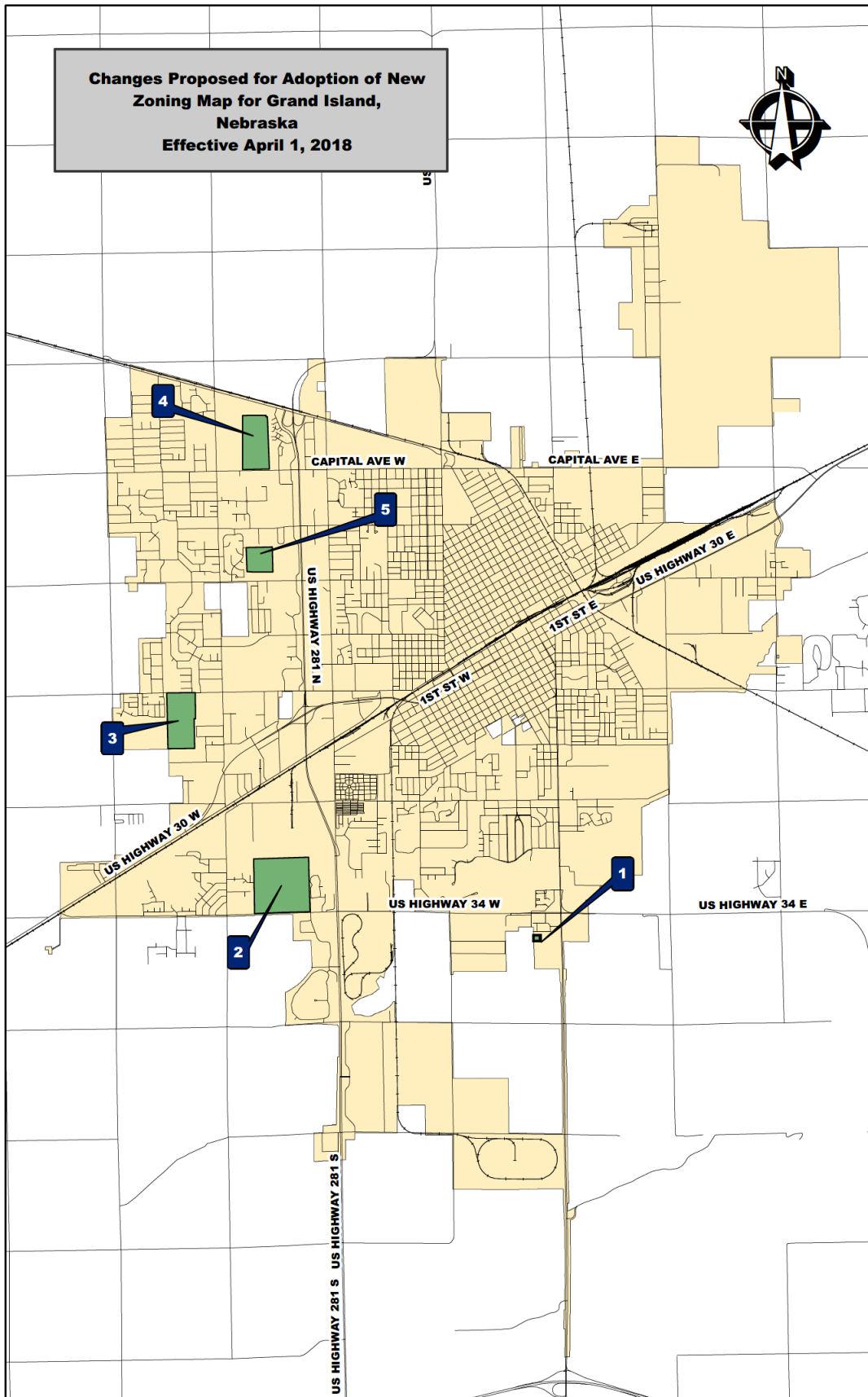
Area	Current Zoning	Proposed Zoning
1	LLR	B-2
2	TA	R-2
3	TA	R-2
4	R-4	R-2
5	R-4	R-2

## RECOMMENDATION:

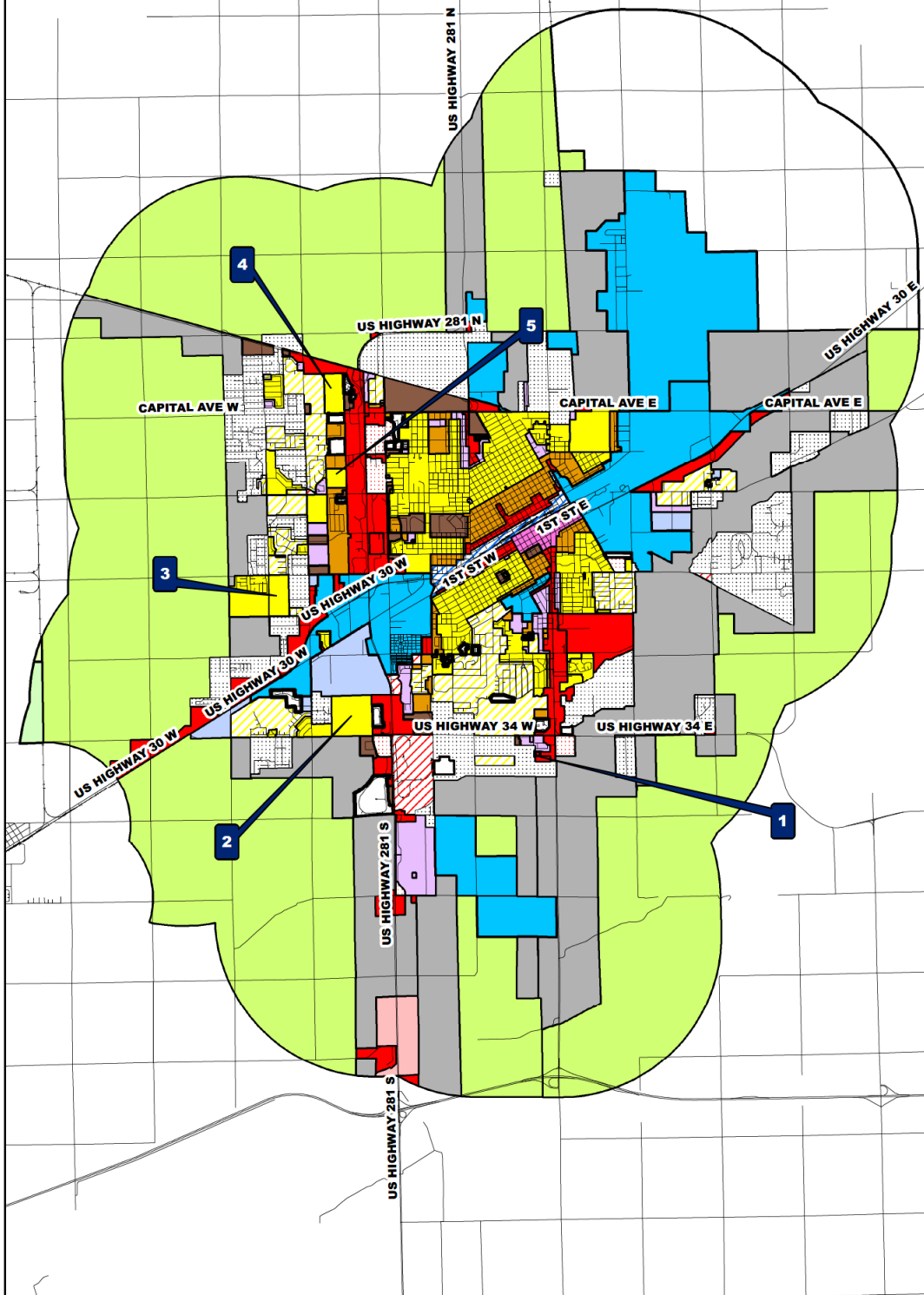
That the Regional Planning Commission recommend that the City Council of Grand Island adopt this map as presented as the official Zoning Map for the City of Grand Island.

\_\_\_\_\_ Chad Nabity AICP, Planning Director

**Changes Proposed for Adoption of New  
Zoning Map for Grand Island,  
Nebraska  
Effective April 1, 2018**



**Changes Proposed for Adoption of New  
Zoning Map for Grand Island,  
Nebraska  
Effective April 1, 2018**





# **Hall County Regional Planning Commission**

**Wednesday, February 7, 2018  
Regular Meeting**

## **Item L1**

### **Preliminary Plat - Lassonde Third Subdivision**

**Staff Contact: Chad Nabity**

## Lassonde Third Subdivision Preliminary and Final Plat

### Developer/Owner

Grand Island Area Habitat for Humanity  
502 W 2<sup>nd</sup> Street  
Grand Island, NE 68801

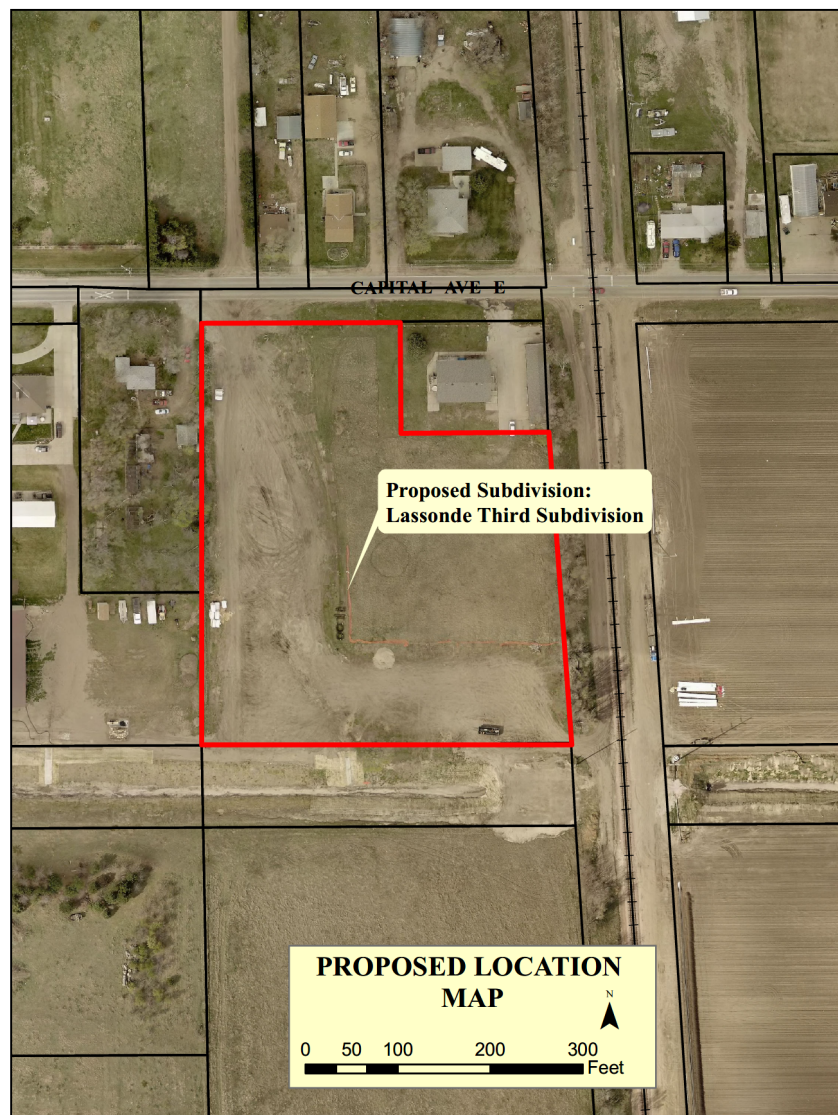
To create 23 lots south of Capital Avenue and west of the Nebraska Central Railroad line in the City of Grand Island, in Hall County, Nebraska.

**Size:** 3.593 acres

**Zoning:** R3-SL Medium Density Residential - Small Lot **Road Access:** 37 foot residential streets are proposed in the subdivision.

**Water Public:** City water is available and will be extended to all lots.

**Sewer Public:** City sewer is available and will be extended to all lots.



LASSONDE 3RD SUBDIVISION  
PRELIMINARY PLAT

JANUARY 2018

SHEET 1 OF 3  
LOT LAYOUT

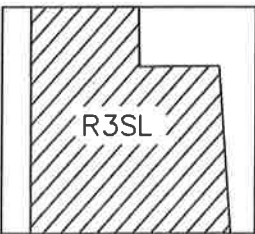
SUBDIVISION AREA = 49.6 ACRES

LOT USAGE  
23 LOTS  
0 OUTLOTS

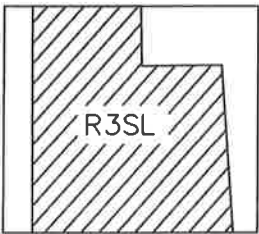
OWNER / DEVELOPER  
GRAND ISLAND AREA  
HABITAT FOR HUMANITY INC.  
P.O. BOX 1001

ENGINEER / LAND SURVEYOR  
OLSSON ASSOCIATES  
201 E. 2ND ST.  
GRAND ISLAND, NE 68802

EXISTING ZONING

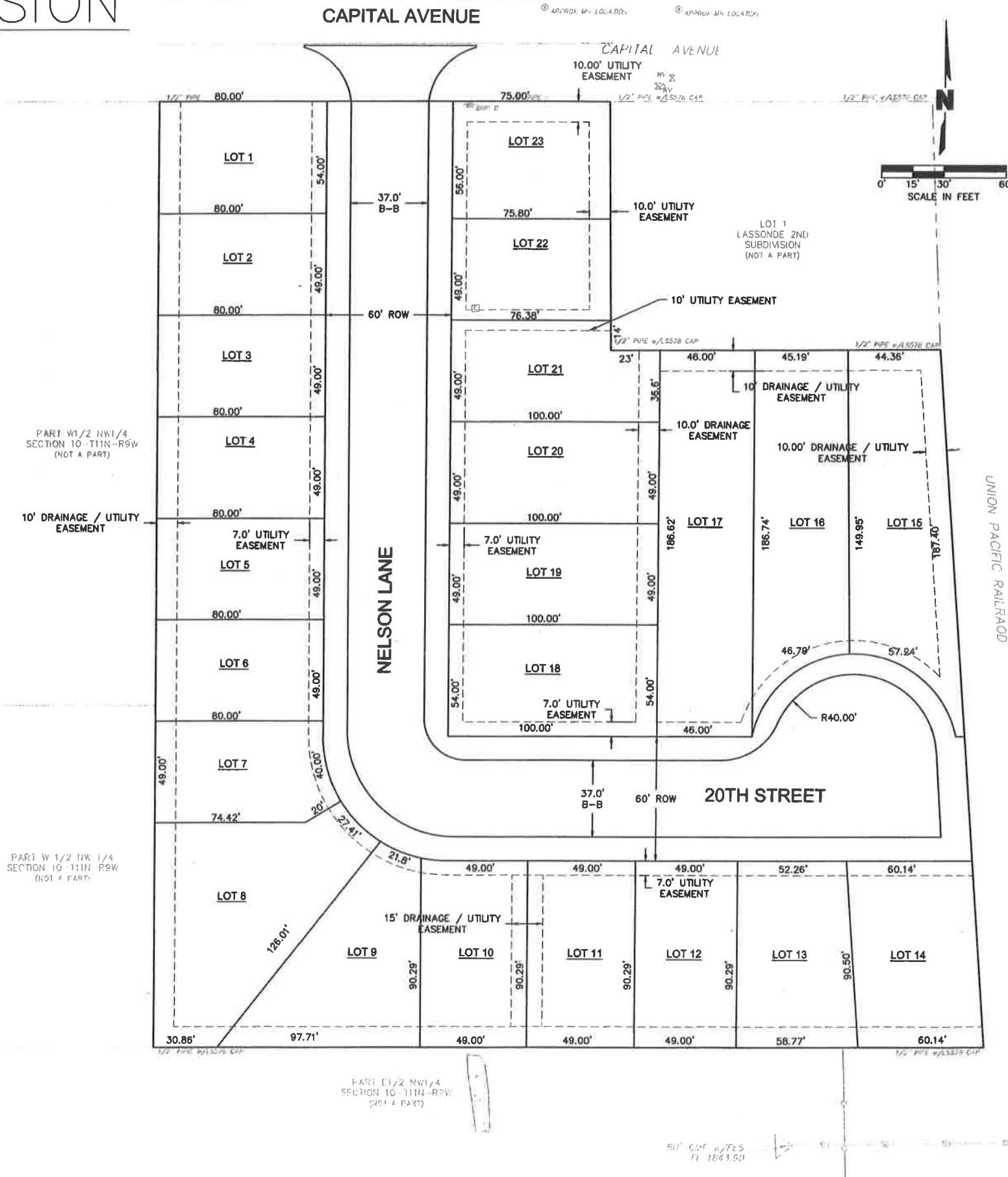


PROPOSED ZONING



- PHASING BOUNDARY  
----- PROPOSED PROPERTY LINE  
----- PROPOSED EASEMENT LINE  
----- FLOOD PLAIN ZONE BOUNDARY  
----- EXISTING PROPERTY LINE  
----- EXISTING EASEMENT LINE  
----- WATER MAIN  
----- SANITARY SEWER  
----- STORM SEWER  
(M) MEASURED DISTANCE  
(R) RECORDED DISTANCE  
● FOUND PROPERTY CORNER

A REPLAT OF LASSONDE SECOND SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.  
SAID TRACT CONTAINS A CALCULATED AREA OF 156,496.71 SQUARE FEET OR 3.593 ACRES MORE OR LESS  
OF WHICH 0.899 ACRES ARE NEW DEDICATED ROAD ROW.



**OLSSON ASSOCIATES**  
201 East 2nd Street  
P.O. Box 1001  
Grand Island, NE 68802  
TEL 308.384.8750  
FAX 308.384.8752  
www.olssonassociates.com

REV. NO.	DATE	REVISIONS DESCRIPTION

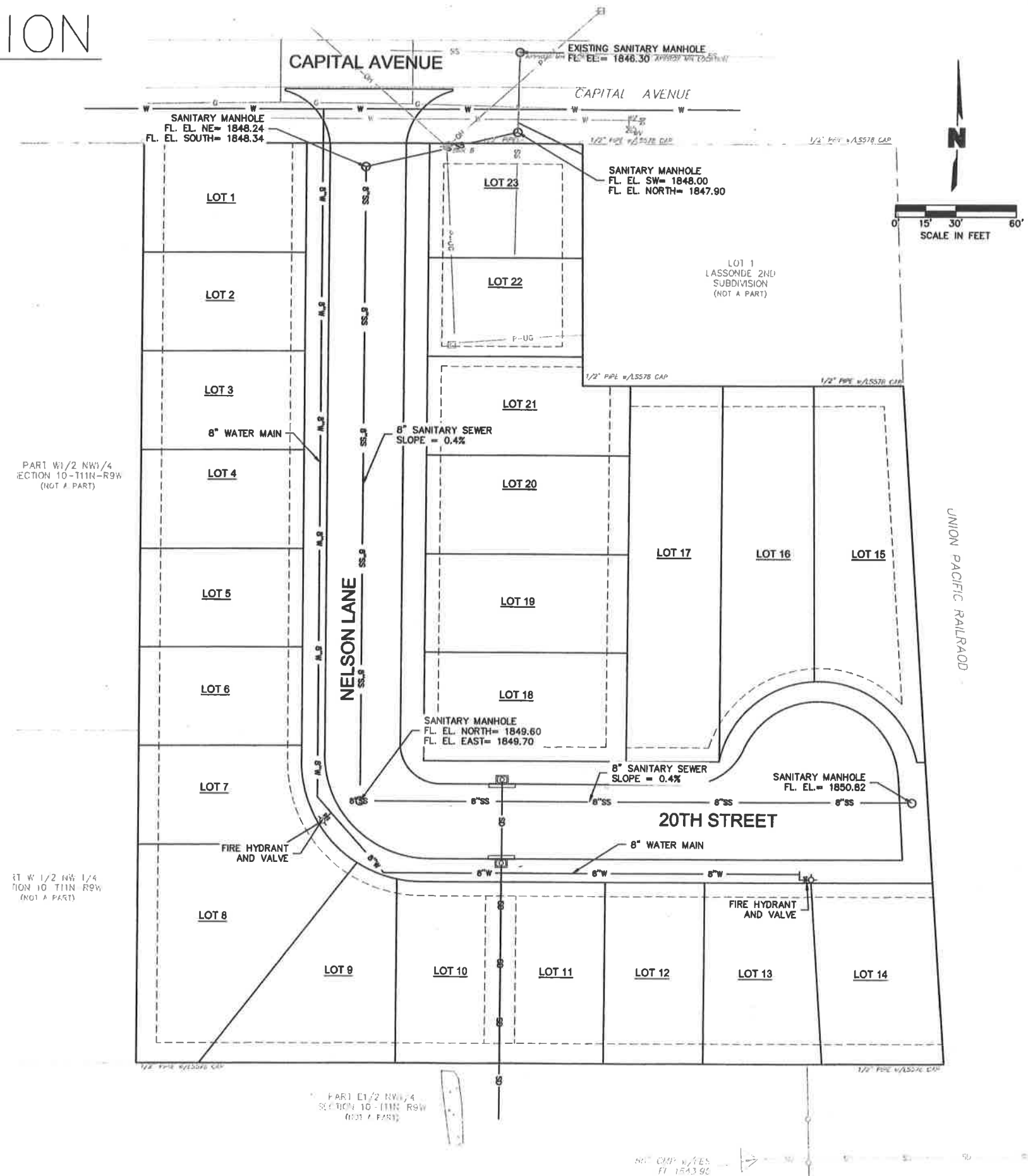
LOT LAYOUT	2018
LASSONDE THIRD SUBDIVISION PRELIMINARY PLAT	
GRAND ISLAND, NEBRASKA	

drawn by: LS  
checked by: BJD  
approved by: BJD  
QA/QC by: HMR  
project no.: 73831  
drawing no.: 1.18.2018  
date:

SHEET  
1 of 4

## JANUARY 2018

SHEET 2 OF 3  
UTILITY LAYOUT



**OLSSON<sup>®</sup>**  
**ASSOCIATES**

201 E 2nd Street  
P.O. Box 1072  
Grand Island, NE 68801

[illegible]

UTILITY LAYOUT	
LASSONDE THIRD SUBDIVISION PRELIMINARY PLAT	
GRAND ISLAND, NEBRASKA	2018

Drawn by: LS  
 Checked by: BJD  
 Approved by: BJD  
 QA/QC by: MMR  
 Project no.: 73831  
 Drawing no.: \_\_\_\_\_  
 Date: 1.18.2018

SHEET  
of 4





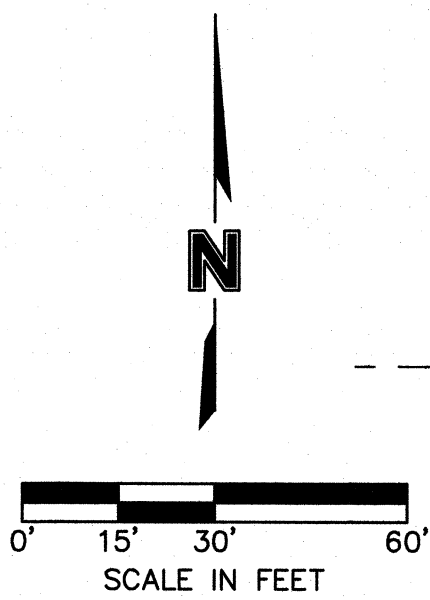


# LASSONDE THIRD SUBDIVISION

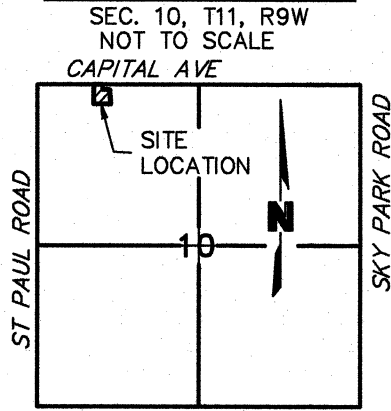
## CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

### FINAL PLAT

CAPITAL AVENUE



#### LOCATION MAP



PART W1/2 NW1/4  
SECTION 10-T11N-R9W  
(NOT A PART)

EXISTING 10' UTILITY  
EASEMENT

PART W 1/2 NW 1/4  
SECTION 10-T11N-R9W  
(NOT A PART)

PART E1/2 NW1/4  
SECTION 10-T11N-R9W  
(NOT A PART)

#### CURVE TABLE

CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	60.00	090°00'00"	94.25	N45°17'33"W	84.85
C2	50.00	156°55'34"	136.94	S89°42'27"W	97.98
C3	60.00	031°16'23"	32.75	S15°55'45"E	32.34
C4	60.00	026°22'15"	27.62	S44°45'04"E	27.37
C5	60.00	020°17'46"	21.25	S68°05'05"E	21.14
C6	60.00	012°03'35"	12.63	S84°15'46"E	12.61
C7	50.00	075°56'40"	66.27	N49°13'00"E	61.53
C8	50.00	080°58'54"	70.67	S52°19'13"E	64.93

#### LEGEND

- SET CORNER (5/8"x24" REBAR W/CAP)
- FOUND CORNER (AS NOTED)
- EASEMENT LINE
- NEW PROPERTY LINE
- NEW SUBDIVISION LINE
- M MEASURED DISTANCE
- P LASSONDE SUBDIVISION DISTANCE
- P1 LASSONDE 2ND SUBDIVISION DISTANCE

**MOLSSON ASSOCIATES**  
201 East 2nd Street  
P.O. Box 1072  
Grand Island, NE 68802-1072  
TEL 308.384.8750  
FAX 308.384.8752

PROJECT NO. 2017-3831  
GI HABITAT FOR  
HUMANITY SURVEY  
FB

SHEET 1 OF 2

**LASSONDE THIRD SUBDIVISION**  
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA  
FINAL PLAT

## LEGAL DESCRIPTION

A REPLAT OF LASSONDE SECOND SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 156,496.71 SQUARE FEET OR 3.593 ACRES MORE OR LESS OF WHICH 0.899 ACRES ARE NEW DEDICATED ROAD ROW.

## SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON \_\_\_\_\_, 2018, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A REPLAT OF LASSONDE SECOND SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

-----  
JAI JASON ANDRIST, REGISTERED LAND SURVEYOR NUMBER, LS-630

APPROVAL

SUBMITTED TO AND APPROVED BY THE REGIONAL PLANNING COMMISSION OF HALL COUNTY, CITIES OF GRAND ISLAND, WOOD RIVER, AND THE VILLAGES OF ALDA, CAIRO, AND DONIPHAN, NEBRASKA.

CHAIRPERSON \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
MAYOR

CITY CLERK

### DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT GRAND ISLAND AREA HABITAT FOR HUMANITY, INC., BEING THE OWNER OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "***LASSONDE THIRD SUBDIVISION***" BEING A REPLAT OF LASSONDE SECOND SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND DO HEREBY DEDICATE THE ROAD RIGHT OF WAY, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER: AND HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS HERETO, AND HEREBY PROHIBITING THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS; AND THAT THE FOREGOING ADDITION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT  
\_\_\_\_\_, NEBRASKA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

BRIAN SCHULTZ, PRESIDENT - GRAND ISLAND AREA HABITAT FOR HUMANITY, INC.


## ACKNOWLEDGMENT

STATE OF NEBRASKA  
COUNTY OF HALL

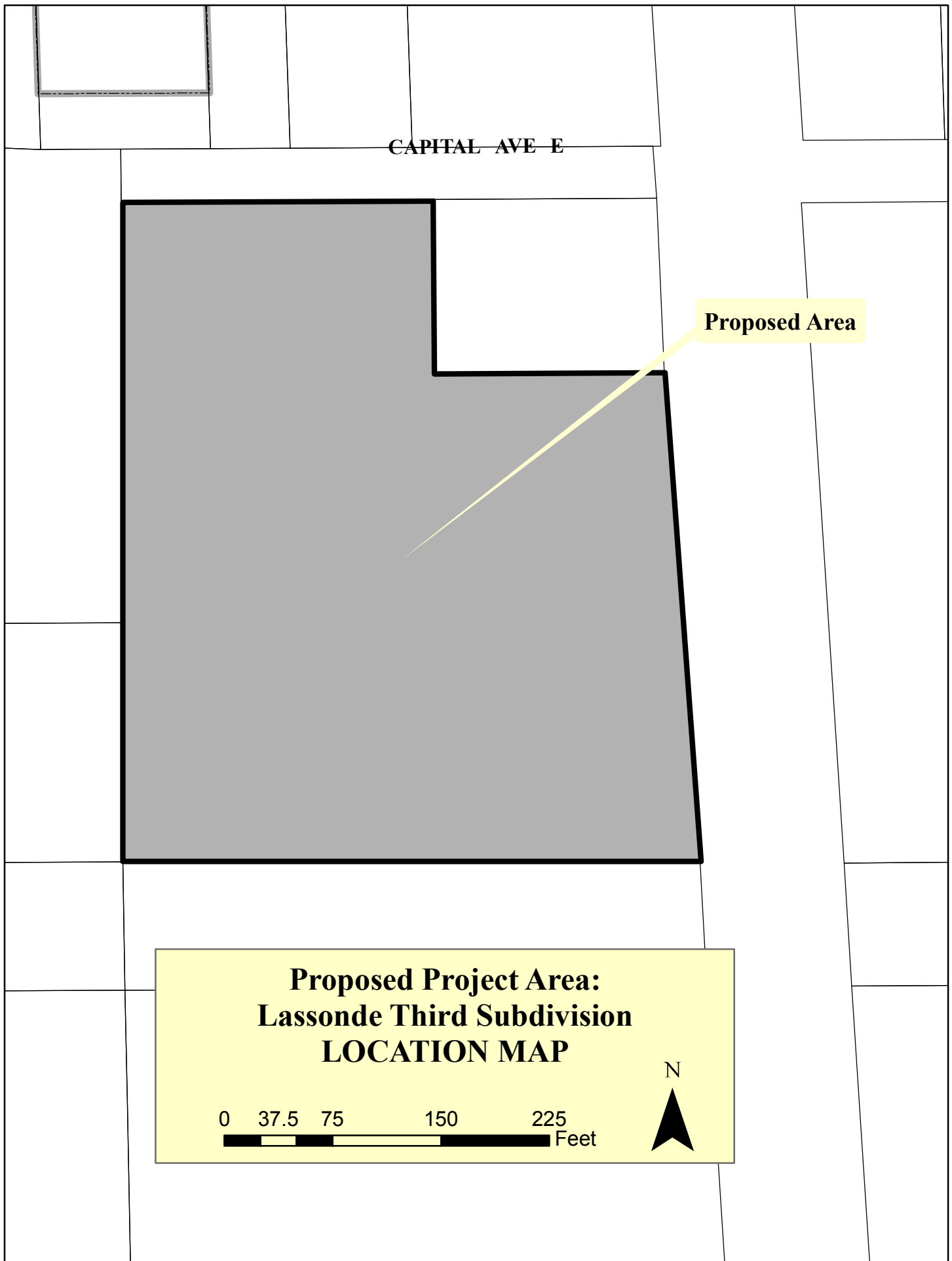
ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018, BEFORE ME \_\_\_\_\_, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED BRIAN SCHULTZ, PRESIDENT, GRAND ISLAND AREA HABITAT FOR HUMANITY, INC., TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT \_\_\_\_\_, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

	201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	PROJECT NO. 2017-3831
		GI HABITAT FOR HUMANITY SURVEY FR

OWNERS: GRAND ISLAND AREA HABITAT FOR HUMANITY, INC.  
SUBDIVIDER: GRAND ISLAND AREA HABITAT FOR HUMANITY, INC.  
SURVEYOR: OLSSON ASSOCIATES  
ENGINEER: OLSSON ASSOCIATES  
NUMBER OF LOTS: 23



CAPITAL AVE E

Proposed Area

**Proposed Project Area:  
Lassonde Third Subdivision  
LOCATION MAP**

0 37.5 75 150 225 Feet

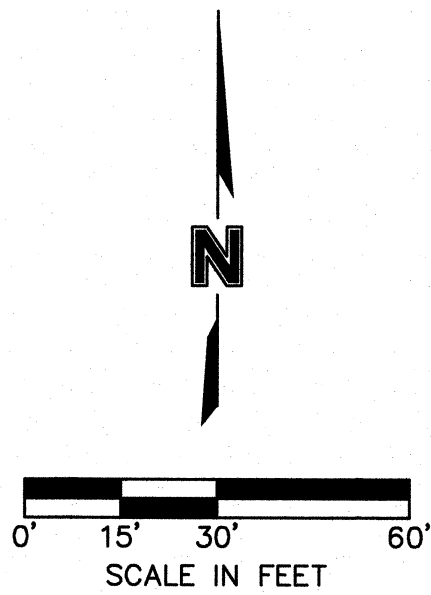




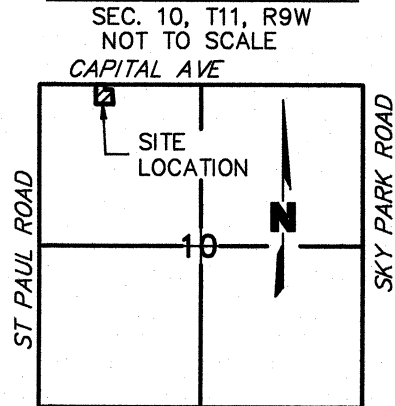
# LASSONDE THIRD SUBDIVISION

## CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

### SITE PLAT



#### LOCATION MAP



PART W1/2 NW1/4  
SECTION 10-T11N-R9W  
(NOT A PART)

EXISTING 10' UTILITY  
EASEMENT

PART W 1/2 NW 1/4  
SECTION 10-T11N-R9W  
(NOT A PART)

CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
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C6	60.00	012°03'35"	12.63	S84°15'46"E	12.61
C7	50.00	075°56'40"	66.27	N49°13'00"E	61.53
C8	50.00	080°58'54"	70.67	S52°19'13"E	64.93

#### CURVE TABLE

**MOLSSON**  
ASSOCIATES

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

PROJECT NO. 2017-3831  
GI HABITAT FOR  
HUMANITY SURVEY  
FB

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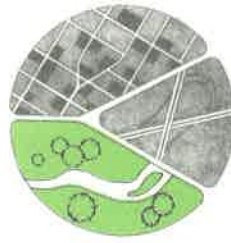
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 V\_XTPO\_73831  
 V\_RWAY\_73831

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DEVELOPMENT PLAN	
LASSONDE THIRD SUBDIVISION PRELIMINARY PLAT	
GRAND ISLAND, NEBRASKA	2018

own by: LS  
 cked by: BJD  
 roved by: BJD  
 QC by: MMR  
 ect no.: 73831  
 wing no.: \_\_\_\_\_  
 s: 1.18.2018

**SHEET**  
of **4**



THE REGIONAL PLANNING COMMISSION of Hall  
County, Grand Island, Wood River and the Villages  
of Alda, Cairo and Doniphan, Nebraska

January 23, 2018

Dear Members of the Board:

**RE: Final Plat – Lassonde Third Subdivision.**

For reasons of Section 19-923 Revised Statutes of Nebraska, as amended, there is herewith submitted a final plat of Lassonde Third Subdivision, located in Grand Island, in Hall County, Nebraska.

This final plat proposes to create 23 lots, in a replat of all of Lot 1 of Lassonde Second Subdivision in Hall County, Nebraska, in a tract containing 3.593 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. February 7, 2018, in the Council Chambers located in Grand Island's City Hall.

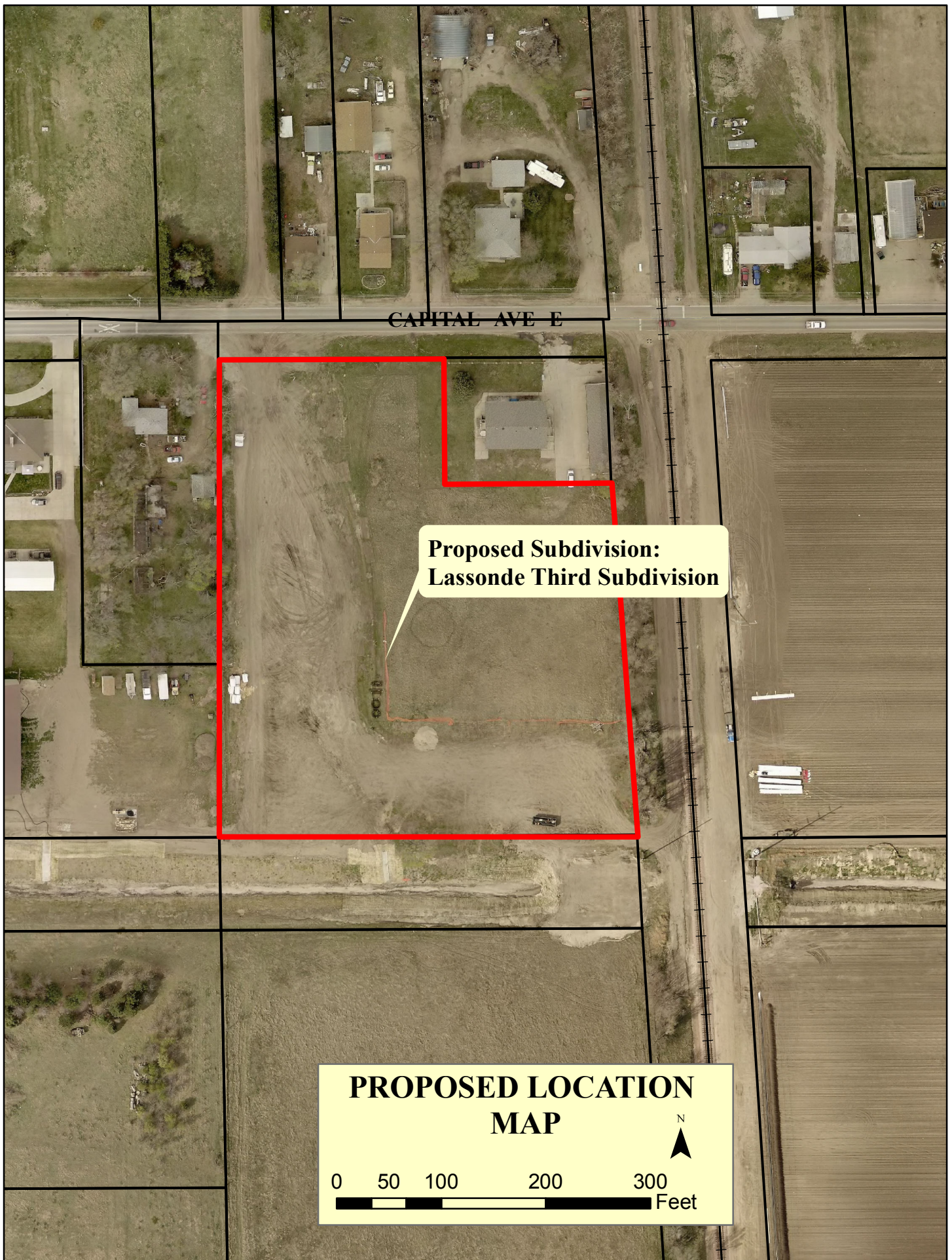
Sincerely,

Chad Nabity, AICP  
Planning Director

Cc: City Clerk  
City Attorney  
City Public Works  
City Utilities  
City Building Director  
Manager of Postal Operations  
County Assessor/Register of Deeds  
Olsson Associates  
Habitat of Humanity

This letter was sent to the following School Districts 2, 19, 82, 83, 100, 126.







# **Hall County Regional Planning Commission**

**Wednesday, February 7, 2018  
Regular Meeting**

## **Item M1**

### **Final Plat - Gard Subdivision**

Staff Contact: Chad Nabity



## Gard Subdivision

### Developer/Owner

Randy and Vicki Gard  
3927 Meadow Way Trail  
Grand Island, NE 68803

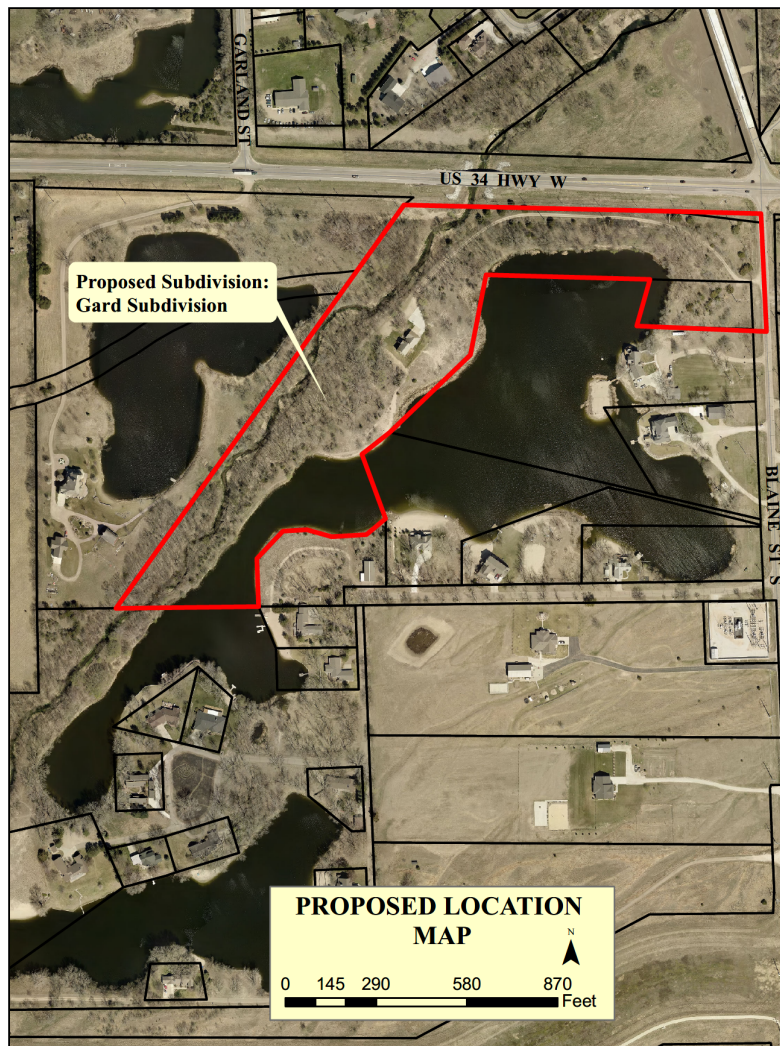
To create 3 lots south of U.S. Highway 34 and west of Blaine Street as an Addition to the City of Grand Island, in Hall County, Nebraska.

**Size:** 19.024 acres

**Zoning:** LLR-Large Lot Residential **Road Access:** City Street.

**Water Public:** City water is available to Lot 1 and could be extended to Lots 2 and 3 but that is unlikely in the near future due to cost and the location of water lines on the north side of Highway 34.

**Sewer Public:** City sewer is not available. Lots are large enough to accommodate septic systems.



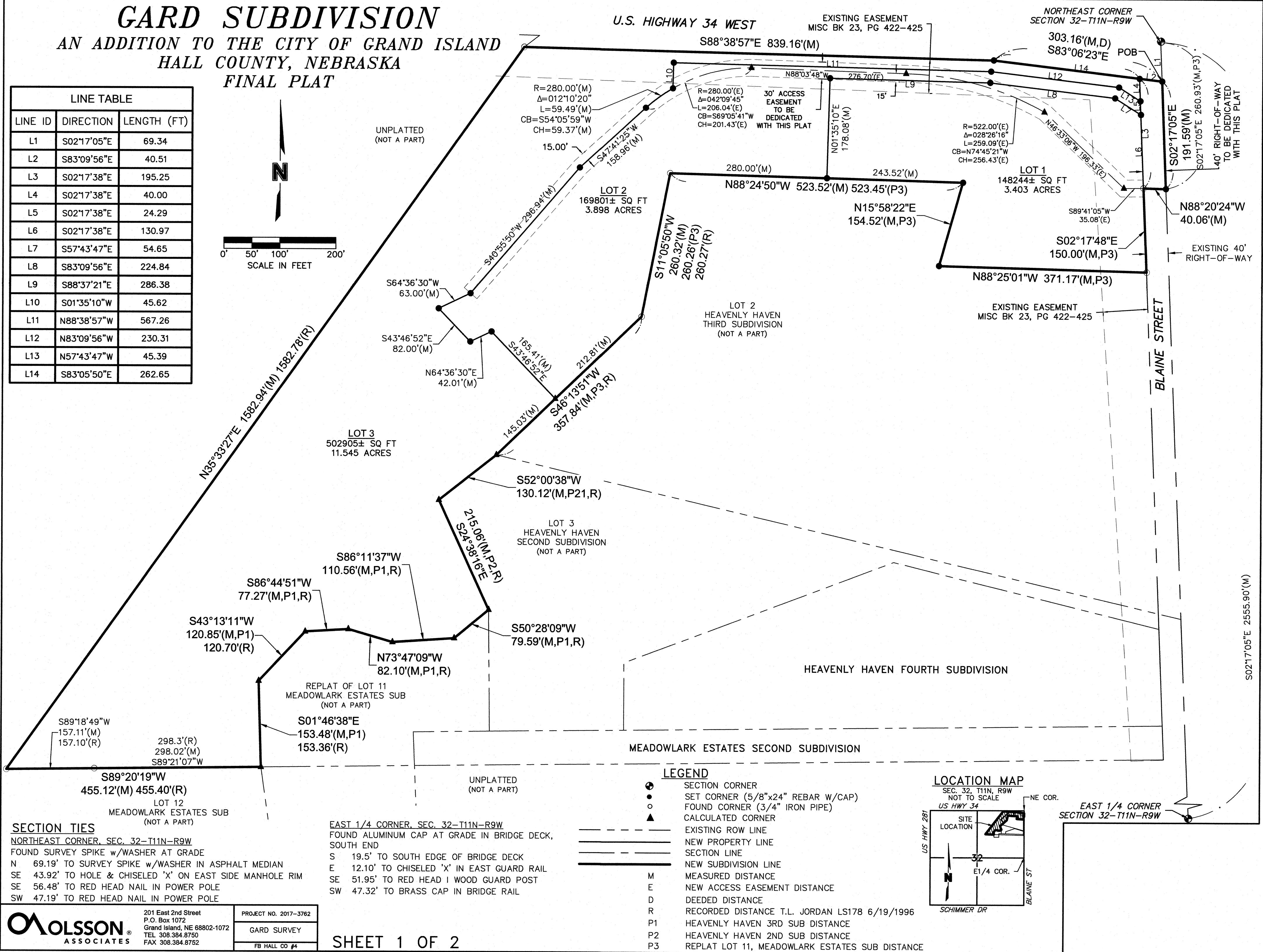
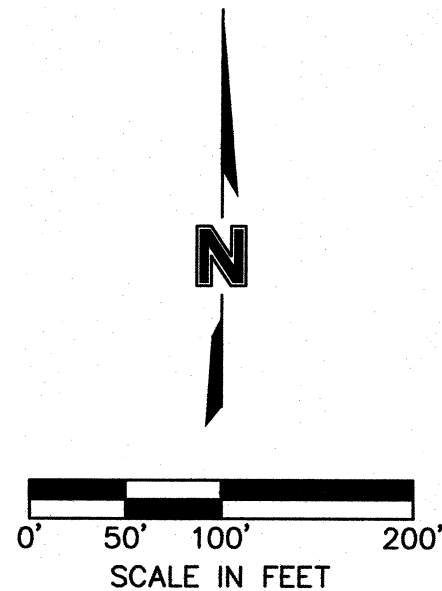
# GARD SUBDIVISION

## AN ADDITION TO THE CITY OF GRAND ISLAND

### HALL COUNTY, NEBRASKA

#### FINAL PLAT

LINE TABLE		
LINE ID	DIRECTION	LENGTH (FT)
L1	S02°17'05"E	69.34
L2	S83°09'56"E	40.51
L3	S02°17'38"E	195.25
L4	S02°17'38"E	40.00
L5	S02°17'38"E	24.29
L6	S02°17'38"E	130.97
L7	S57°43'47"E	54.65
L8	S83°09'56"E	224.84
L9	S88°37'21"E	286.38
L10	S01°35'10"W	45.62
L11	N88°38'57"W	567.26
L12	N83°09'56"W	230.31
L13	N57°43'47"W	45.39
L14	S83°05'50"E	262.65



#### SECTION TIES

NORTHEAST CORNER, SEC. 32-T11N-R9W

FOUND SURVEY SPIKE w/WASHER AT GRADE

N 69.19' TO SURVEY SPIKE w/WASHER IN ASPHALT MEDIAN

SE 43.92' TO HOLE & CHISELED 'X' ON EAST SIDE MANHOLE RIM

SE 56.48' TO RED HEAD NAIL IN POWER POLE

SW 47.19' TO RED HEAD NAIL IN POWER POLE

EAST 1/4 CORNER, SEC. 32-T11N-R9W

FOUND ALUMINUM CAP AT GRADE IN BRIDGE DECK, SOUTH END

S 19.5' TO SOUTH EDGE OF BRIDGE DECK

E 12.10' TO CHISELED 'X' IN EAST GUARD RAIL

SE 51.95' TO RED HEAD I WOOD GUARD POST

SW 47.32' TO BRASS CAP IN BRIDGE RAIL

**MOLSSON**  
ASSOCIATES

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

PROJECT NO. 2017-3762

GARD SURVEY

FB HALL CO #4

SHEET 1 OF 2



***GARD SUBDIVISION***  
***AN ADDITION TO THE CITY OF GRAND ISLAND***  
***HALL COUNTY, NEBRASKA***  
***FINAL PLAT***

COMMENCING AT THE NORTHEAST (NE) CORNER OF SECTION 32-T11N-R9W; THENCE ON AN ASSUMED BEARING OF S02°17'05"E, ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE1/4), A DISTANCE OF 69.34 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 34, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING S02°17'05"E, ALONG SAID EAST LINE, A DISTANCE OF 191.59 FEET; THENCE N88°20'24"W A DISTANCE OF 40.06 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF BLAINE STREET, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 1, HEAVENLY HAVEN THIRD SUBDIVISION; THENCE S02°17'48"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE N88°25'01"W, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 371.17 FEET; THENCE N15°58'22"E, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 154.52 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE N88°24'50"W, ALONG THE NORTH LINE OF LOT 2, SAID HEAVENLY HAVEN THIRD SUBDIVISION, A DISTANCE OF 523.52 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S11°05'50"W, ALONG THE WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 260.32 FEET; THENCE S46°13'51"W, ALONG SAID WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 357.84 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE S52°00'38"W, ALONG THE WESTERLY LINE OF LOT 3, HEAVENLY HAVEN SECOND SUBDIVISION, A DISTANCE OF 130.12 FEET; THENCE S24°38'16"E, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 215.06 FEET TO THE NORTHEAST CORNER OF REPLAT OF LOT 11, MEADOWLARK ESTATES SUBDIVISION; THENCE S50°28'09"W, ALONG THE NORTH LINE OF SAID REPLAT OF LOT 11, MEADOWLARK ESTATES SUBDIVISION, A DISTANCE OF 79.59 FEET; THENCE S86°11'37"W, ALONG SAID NORTH LINE, A DISTANCE OF 110.56 FEET; THENCE N73°47'09"W, ALONG SAID NORTH LINE, A DISTANCE OF 82.10 FEET; THENCE S86°44'51"W, ALONG SAID NORTH LINE, A DISTANCE OF 77.27 FEET; THENCE S43°13'11"W, ALONG THE NORTHWESTERLY LINE OF SAID REPLAT OF LOT 11, A DISTANCE OF 120.85 FEET; THENCE S01°46'38"E, ALONG THE WEST LINE OF SAID REPLAT OF LOT 11, A DISTANCE OF 153.48 FEET TO A POINT ON THE NORTH LINE OF LOT 12, MEADOWLARK ESTATES SUBDIVISION; THENCE S89°20'19"W, ALONG SAID NORTH LINE OF LOT 12, A DISTANCE OF 455.12 FEET; THENCE N35°33'27"E A DISTANCE OF 1582.94 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 34; THENCE S88°38'57"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 839.16 FEET; THENCE S83°06'23"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 303.16 FEET TO THE POINT OF BEGINNING.

## SURVEYOR'S CERTIFICATE

JAI JASON ANDRIST, REGISTERED LAND SURVEYOR NUMBER, LS-630

SUBMITTED TO AND APPROVED BY THE REGIONAL PLANNING COMMISSION OF HALL COUNTY, CITIES OF GRAND ISLAND, WOOD RIVER, AND THE VILLAGES OF ALDA, CAIRO, AND DONIPHAN, NEBRASKA.

DATE \_\_\_\_\_

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

CITY CLERK

KNOW ALL MEN BY THESE PRESENTS, THAT RANDY L. GARD AND VICKI J. GARD, HUSBAND AND WIFE, BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "**GARD SUBDIVISION**" A TRACT OF LAND CONSISTING OF ALL OF LOT ONE (1), HEAVENLY HAVEN THIRD SUBDIVISION AND PART OF LOTS ONE (1) AND TWO (2) ISLAND, AND PART OF THE LAND BETWEEN THE MEANDER LINES OF THE NORTH CHANNEL OF THE PLATTE RIVER, ALL BEING IN PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND DO HEREBY DEDICATE THE ROAD RIGHT OF WAY, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER: AND HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS HERETO, AND HEREBY PROHIBITING THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS; AND THAT THE FOREGOING ADDITION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

\_\_\_\_\_, NEBRASKA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

VICKI J. GARD

*STATE OF NEBRASKA*                      SS  
*COUNTY OF HALL*

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018, BEFORE ME \_\_\_\_\_, A  
NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED RANDY L. GARD, HUSBAND, TO  
ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND  
ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I  
HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT \_\_\_\_\_,  
NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

STATE OF NEBRASKA                      SS  
COUNTY OF HALL

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018, BEFORE ME \_\_\_\_\_, A  
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PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND  
ACKNOWLEDGED THE EXECUTION THEREOF TO BE HER VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I  
HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT \_\_\_\_\_,  
NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

OWNERS: RANDY L. GARD & VICKI J. GARD  
SUBDIVIDER: RANDY L. GARD & VICKI J. GARD  
SURVEYOR: OLSSON ASSOCIATES  
ENGINEER: OLSSON ASSOCIATES  
NUMBER OF LOTS: 3

SHEET 2 OF 2

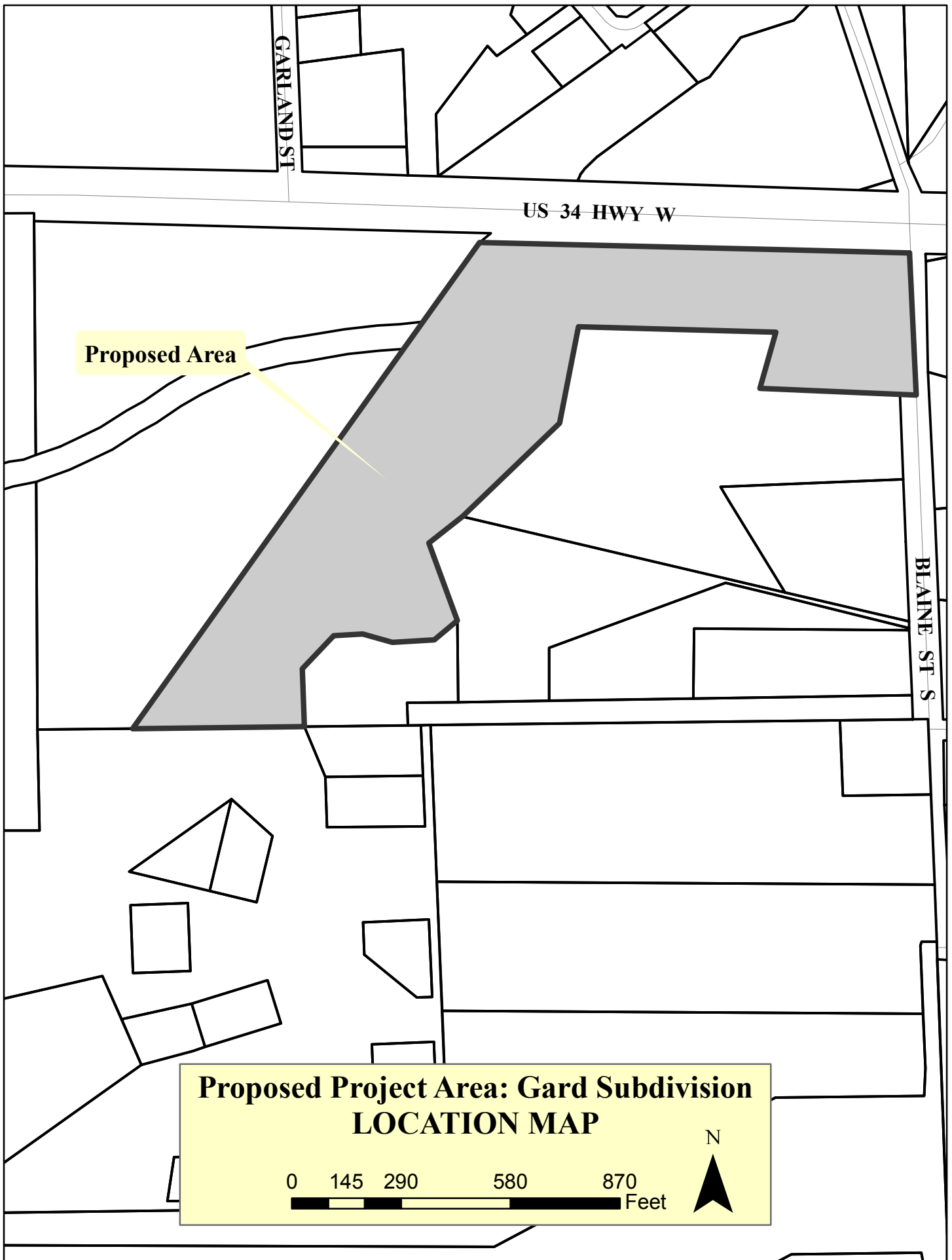
**OLSSON**  
ASSOCIATES

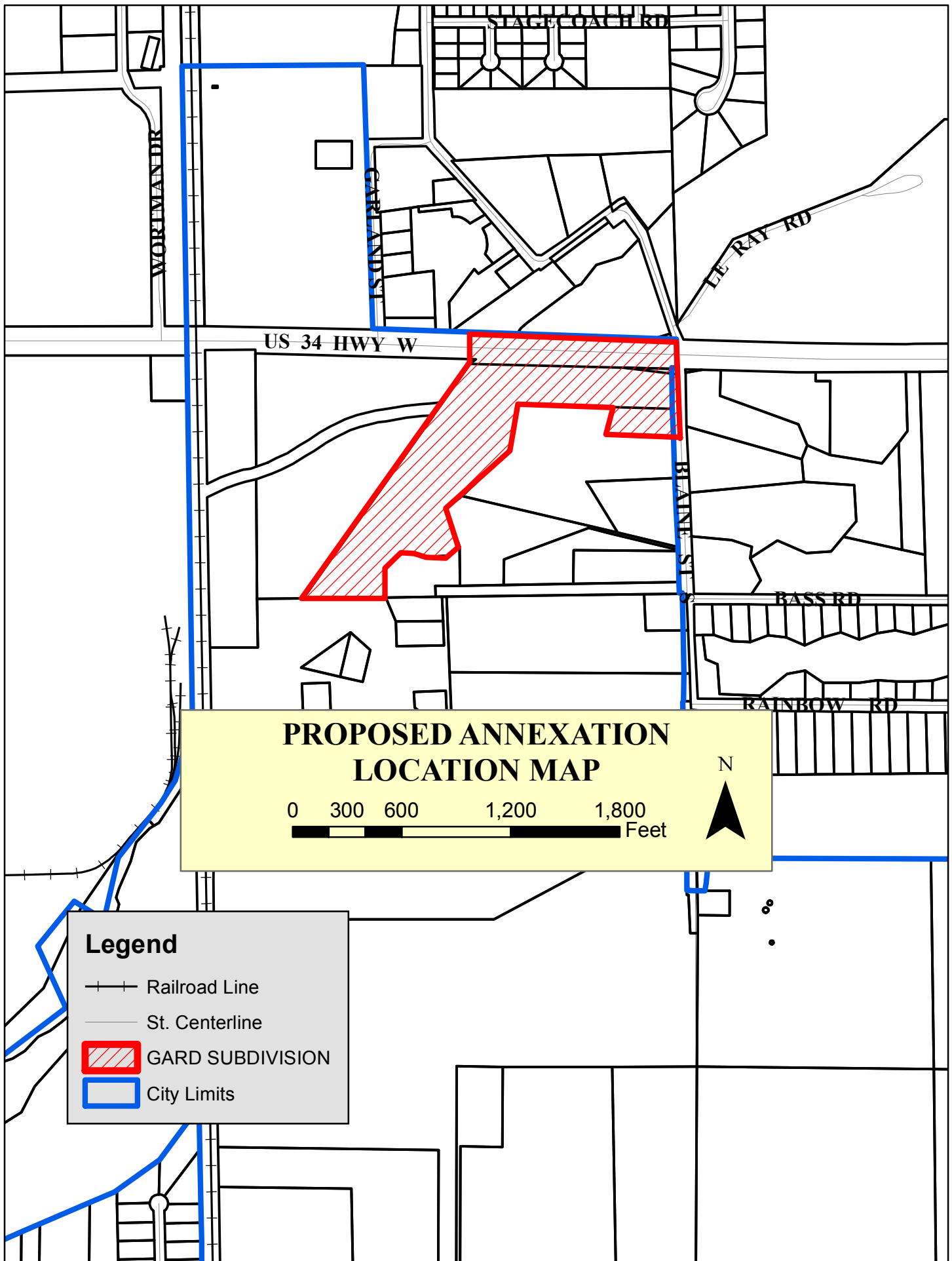
201 East 2nd Street  
P.O. Box 1072  
Grand Island, NE 68802-1072  
TEL 308.384.8750  
FAX 308.384.8752

PROJECT NO. 2017-3762

GARD SURVEY

EB HALL CO #4

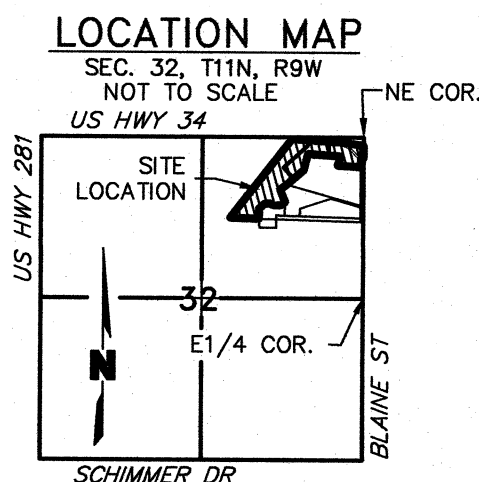
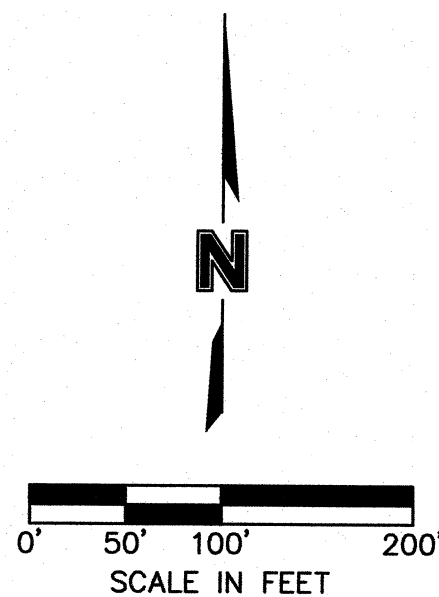




# GARD SUBDIVISION

AN ADDITION TO THE CITY OF GRAND ISLAND  
HALL COUNTY, NEBRASKA  
SITE PLAT

LINE TABLE		
LINE ID	DIRECTION	LENGTH (FT)
L1	S02°17'05"E	69.34
L2	S83°09'56"E	40.51
L3	S02°17'38"E	195.25
L4	S02°17'38"E	40.00
L5	S02°17'38"E	24.29
L6	S02°17'38"E	130.97
L7	S57°43'47"E	54.65
L8	S83°09'56"E	224.84
L9	S88°37'21"E	286.38
L10	S01°35'10"W	45.62
L11	N88°38'57"W	567.26
L12	N83°09'56"W	230.31
L13	N57°43'47"W	45.39
L14	S83°06'23"E	303.16



USER: jtmenez

DWG: F:\2017\3501-4000\017-3762\40-Design\Survey\SRVY\Sheets\V\_FPT\_73762.dwg  
DATE: Jan 18, 2018 11:08am XREFS:

LOT 12  
MEADOWLARK ESTATES SUB  
(NOT A PART)

S89°20'19"W  
455.12'(M) 455.40'(R)

S89°18'49"W  
157.11'(M)  
157.10'(R)

S89°21'07"W  
298.3'(R)  
298.02'(M)

S43°13'11"W  
120.85'(M,P1)  
120.70'(R)

S86°44'51"W  
77.27'(M,P1,R)

S86°11'37"W  
110.56'(M,P1,R)

N73°47'09"W  
82.10'(M,P1,R)

S50°28'09"W  
79.59'(M,P1,R)

S01°46'38"E  
153.48'(M,P1)  
153.36'(R)

REPLAT OF LOT 11  
MEADOWLARK ESTATES SUB  
(NOT A PART)

## LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF ALL OF LOT ONE (1), HEAVENLY HAVEN THIRD SUBDIVISION AND PART OF LOTS ONE (1) AND TWO (2) ISLAND, AND PART OF THE LAND BETWEEN THE MEANDER LINES OF THE NORTH CHANNEL OF THE PLATTE RIVER, ALL BEING IN PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION THIRTY-TWO (32), 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 (NE) CORNER OF SECTION 32-T11N-R9W; THENCE ON AN ASSUMED BEARING OF S02°17'05"E, ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE1/4), A DISTANCE OF 69.34 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 34, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING S02°17'05"E, ALONG SAID EAST LINE, A DISTANCE OF 191.59 FEET; THENCE N88°20'24"W A DISTANCE OF 40.06 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF BLAINE STREET, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 1, HEAVENLY HAVEN THIRD SUBDIVISION; THENCE S02°17'48"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE N88°25'01"W, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 371.17 FEET; THENCE N15°58'22"E, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 154.52 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE N88°24'50"W, ALONG THE NORTH LINE OF LOT 2, SAID HEAVENLY HAVEN THIRD SUBDIVISION, A DISTANCE OF 523.52 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S11°05'50"W, ALONG THE WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 260.32 FEET; THENCE S46°13'51"W, ALONG SAID WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 357.84 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE S52°00'38"W, ALONG THE WESTERLY LINE OF LOT 3, HEAVENLY HAVEN SECOND SUBDIVISION, A DISTANCE OF 130.12 FEET; THENCE S24°38'16"E, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 215.06 FEET TO THE NORTHEAST CORNER OF REPLAT OF LOT 11, MEADOWLARK ESTATES SUBDIVISION; THENCE S50°28'09"W, ALONG THE NORTH LINE OF SAID REPLAT OF LOT 11, MEADOWLARK ESTATES SUBDIVISION, A DISTANCE OF 79.59 FEET; THENCE S86°11'37"W, ALONG SAID NORTH LINE, A DISTANCE OF 110.56 FEET; THENCE N73°47'09"W, ALONG SAID NORTH LINE, A DISTANCE OF 82.10 FEET; THENCE S86°44'51"W, ALONG SAID NORTH LINE, A DISTANCE OF 77.27 FEET; THENCE S43°13'11"W, ALONG THE NORTHWESTERLY LINE OF SAID REPLAT OF LOT 11, A DISTANCE OF 120.85 FEET; THENCE S01°46'38"E, ALONG THE WEST LINE OF SAID REPLAT OF LOT 11, A DISTANCE OF 153.48 FEET TO A POINT ON THE NORTH LINE OF LOT 12, MEADOWLARK ESTATES SUBDIVISION; THENCE S89°20'19"W, ALONG SAID NORTH LINE OF LOT 12, A DISTANCE OF 455.12 FEET; THENCE N35°33'27"E A DISTANCE OF 1582.94 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 34; THENCE S88°38'57"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 835.88 FEET; THENCE S83°09'56"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 306.42 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 828705.25 SQUARE FEET OR 19.024 ACRES MORE OR LESS OF WHICH 0.178 ACRES ARE NEW DEDICATED ROAD ROW.

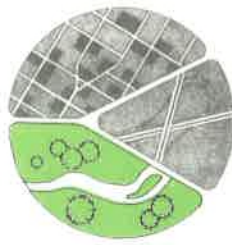
**MOLSSON**  
ASSOCIATES

201 East 2nd Street  
P.O. Box 1072  
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TEL 308.384.8750  
FAX 308.384.8752

PROJECT NO. 2017-3762  
GARD SURVEY  
FB HALL CO #4

- LEGEND**
- SECTION CORNER
  - SET CORNER (5/8"x24" REBAR W/CAP)
  - FOUND CORNER (3/4" IRON PIPE)
  - CALCULATED CORNER
  - EXISTING ROW LINE
  - NEW PROPERTY LINE
  - SECTION LINE
  - NEW SUBDIVISION LINE
  - M MEASURED DISTANCE
  - E NEW ACCESS EASEMENT DISTANCE
  - D DEEDED DISTANCE
  - R RECORDED DISTANCE T.L. JORDAN LS178 6/19/1996
  - P1 HEAVENLY HAVEN 3RD SUB DISTANCE
  - P2 HEAVENLY HAVEN 2ND SUB DISTANCE
  - P3 REPLAT LOT 11, MEADOWLARK ESTATES SUB DISTANCE





THE REGIONAL PLANNING COMMISSION of Hall  
County, Grand Island, Wood River and the Villages  
of Alda, Cairo and Doniphan, Nebraska

January 23, 2018

Dear Members of the Board:

**RE: Final Plat –Gard Subdivision.**

For reasons of Section 19-923 Revised Statutes of Nebraska, as amended, there is herewith submitted a final plat of Gard Subdivision, located in Grand Island, in Hall County, Nebraska.

This final plat proposes to create 3 lots, in a replat of a tract of land consisting of all of Lot 1, Heavenly Haven Third Subdivision and part of Lots 1 and 2 Island, and part of the land between the meander lines of the North Channel of the Platte River, all being in part of the northeast quarter of section 32, township 11 north, range nine west of the 6<sup>th</sup> p.m., Hall County, Nebraska.

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. February 7, 2018, in the Council Chambers located in Grand Island's City Hall.

Sincerely,

Chad Nabity, AICP  
Planning Director

Cc: City Clerk  
City Attorney  
City Public Works  
City Utilities  
City Building Director  
County Assessor/Register of Deeds  
Manager of Postal Operations  
Olsson Associates  
Randy and Vicki Gard

This letter was sent to the following School Districts 2, 19, 82, 83, 100, 126.



# **Hall County Regional Planning Commission**

**Wednesday, February 7, 2018  
Regular Meeting**

## **Item M2**

### **Final Plat - Lasonde Third Subdivision**

Staff Contact: Chad Nabity





# **Hall County Regional Planning Commission**

**Wednesday, February 7, 2018  
Regular Meeting**

## **Item 1**

### **Street Width Discussion**

**Staff Contact: Chad Nabity**