



City of Grand Island

Tuesday, June 12, 2018

Council Session

Item G-8

#2018-157 - Approving Easement Granted by The Evangelical Lutheran Good Samaritan Society to Indianhead Golf Club

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Attorney

Meeting: June 12, 2018

Subject: Resolution Approving Terminable Easement Granted by The Evangelical Lutheran Good Samaritan Society to Indianhead Golf Club.

Presenter(s): Jerry Janulewicz, City Attorney

Background

The Evangelical Lutheran Good Samaritan Society, a North Dakota non-profit corporation, (“Good Samaritan”) conveyed to Indianhead Golf Club, L.L.C., a Nebraska limited liability company, (“Indianhead”) a terminable easement permitting the installation of an underground waterline across land of Good Samaritan to serve a portion of the golf course owned and operated by Indianhead. Under current City Codes, water service lines are not permitted to cross one property to serve another unless the waterline is installed within an approved easement area.

Discussion

To comply with the City’s municipal code and building codes, the above-mentioned waterline must be located within a city utility easement or an easement approved by the City. The terminable easement granted by Good Samaritan to Indianhead provides for notice to City and disconnection of the waterline if the easement is terminated or use of the waterline is abandoned. Indianhead is requesting City’s approval of the above-mentioned easement incorporating terms as described above. The easement was reviewed and approved by the City’s Building, Utilities and Legal Departments. A public hearing is not required because the easement does not convey an interest in real estate to the City.

Conclusion

City staff recommend the easement be approved, which will allow for connection of the waterline to the City’s water main.

Sample Motion

Move to approve the easement by Good Samaritan Society to Indianhead Golf Club.

Return to: Brandon S. Connick
Leininger, Smith, Johnson,
Baack, Placzek & Allen
104 N Wheeler
Grand Island, NE 68801

EASEMENT

THE EVANGELICAL LUTHERAN GOOD SAMARITAN SOCIETY, a North Dakota non-profit corporation, herein called the Grantor, in consideration of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants and conveys unto INDIANHEAD GOLF CLUB, L.L.C., a Nebraska limited liability company, its successors and assigns, herein collectively called the Grantee, an easement to construct, operate, maintain, extend, repair, replace, and remove a water line underneath and through the following tract of land:

A Twenty (20.00) foot wide strip of land located in a part of Lot Three (3), Block One (1), Good Samaritan Subdivision, in the City of Grand Island, Hall County, Nebraska, the centerline of which is more particularly described as follows:

beginning at the northwest corner of said Lot Three (3), thence running southerly on the westerly line of said Lot Three (3), a distance of One Hundred Seventy Six and Fifty Nine Hundredths (176.59) feet, to the ACTUAL Point of Beginning; thence deflecting left 89° 53' 46" from the last described course and running easterly a distance of One Hundred Seventy Nine and Sixty Nine Hundredths (179.69) feet to the point of Termination, said tract containing (3593.8 Sq. Ft.) 0.025 acres more or less,

herein called the Easement Area, together with the following rights, namely, unrestricted ingress and egress under, over, and across the Easement Area for the purpose of exercising the rights herein granted, to excavate and refill ditches and trenches, and the right to clear and keep clear of trees, roots, brush, hedges, undergrowth, and other obstructions from the surface of the Easement Area interfering with the location, construction, inspection, repair, replacement, removal, and maintenance of such water line. Upon the completion of any construction, inspection, repair, replacement, removal, or maintenance of the water line by Grantee, Grantee shall place the Easement Area in the same condition that it was in just prior to such construction, inspection, repair, replacement, removal, or maintenance of the water line by Grantee. Grantee


shall indemnify and hold Grantor, its successors and assigns, harmless from any liability in respect to the injury of any person or damage to any property that is attributable to Grantee's use of the Easement Area. Any water line and appurtenances placed upon, over, under, and through the Easement Area shall remain the property of the Grantee and may be removed or replaced at any time by the Grantee.

The Grantee's right to use the Easement Area shall continue until the Grantor or the Grantor's successors and assigns elect to build a permanent structure on the Easement Area. In the event Grantor or Grantor's successors and assigns elect to build a permanent structure on the Easement Area, Grantor or Grantor's successors and assigns, as the case may be, shall provide written notice via certified mail, return receipt requested, to Grantee at 4100 W. Husker Hwy., Grand Island, Nebraska 68803 (or such other address as directed by the Grantee upon the filing of a written notice of change of address with the Office of the Hall County, Nebraska Register of Deeds for indexing against the Easement Area) and to the Building Department, City of Grand Island, 100 East First Street, Grand Island, Nebraska 68801 of their intent to build a permanent structure on the Easement Area and the Grantee's right to use the Easement Area shall terminate six (6) months after the Grantee's receipt of such notice, as evidenced by the certified mail return receipt. Such notice shall also be filed by the Grantor with the Office of the Hall County, Nebraska Register of Deeds for indexing against the Easement Area.

The City of Grand Island ("City") and Grantor and Grantee individually and jointly covenant and agree that City water service to the above-mentioned water line shall cease and the water line shall be disconnected from City's water service main line upon termination of this easement as provided above or upon non-use of the water pipe for a continuous period of twelve (12) months or more.

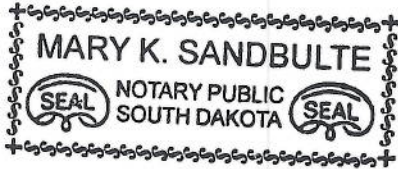
This Easement replaces that certain Easement dated October 13, 2017 and recorded on October 18, 2017 as Instrument Number 201707092 in the office of the Register of Deeds, Hall County, Nebraska.

THE EVANGELICAL LUTHERAN
GOOD SAMARITAN SOCIETY, a North
Dakota non-profit corporation

By: 
Print Name: Thomas A. Syverson
Print Title: EVP/COO

STATE OF South Dakota)
) ss:
COUNTY OF Minnehaha

The foregoing Utilities Easement Agreement was acknowledged before me this 22nd day of May, 2018 by Thomas A Sylverson, EVP/COO of The Evangelical Lutheran Good Samaritan Society, a North Dakota non-profit corporation, on behalf of said Corporation.



Mary K Sandbulte
Notary Public *my commission expires: 2-17-2020*

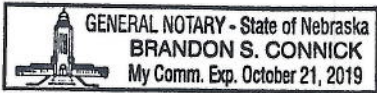
INDIANHEAD COLF CLUB, L.L.C.
a Nebraska limited liability company,

By: JH Holdings, Inc. a Nebraska Corporation, Sole Member

By: [Signature]
Jack R. Henry, President

STATE OF Nebraska)
) ss:
COUNTY OF Hall

The foregoing Utilities Easement Agreement was acknowledged before me this 29 day of May, 2018 by Jack R. Henry, President of JH Holdings, Inc., a Nebraska corporation, on behalf of said Corporation.

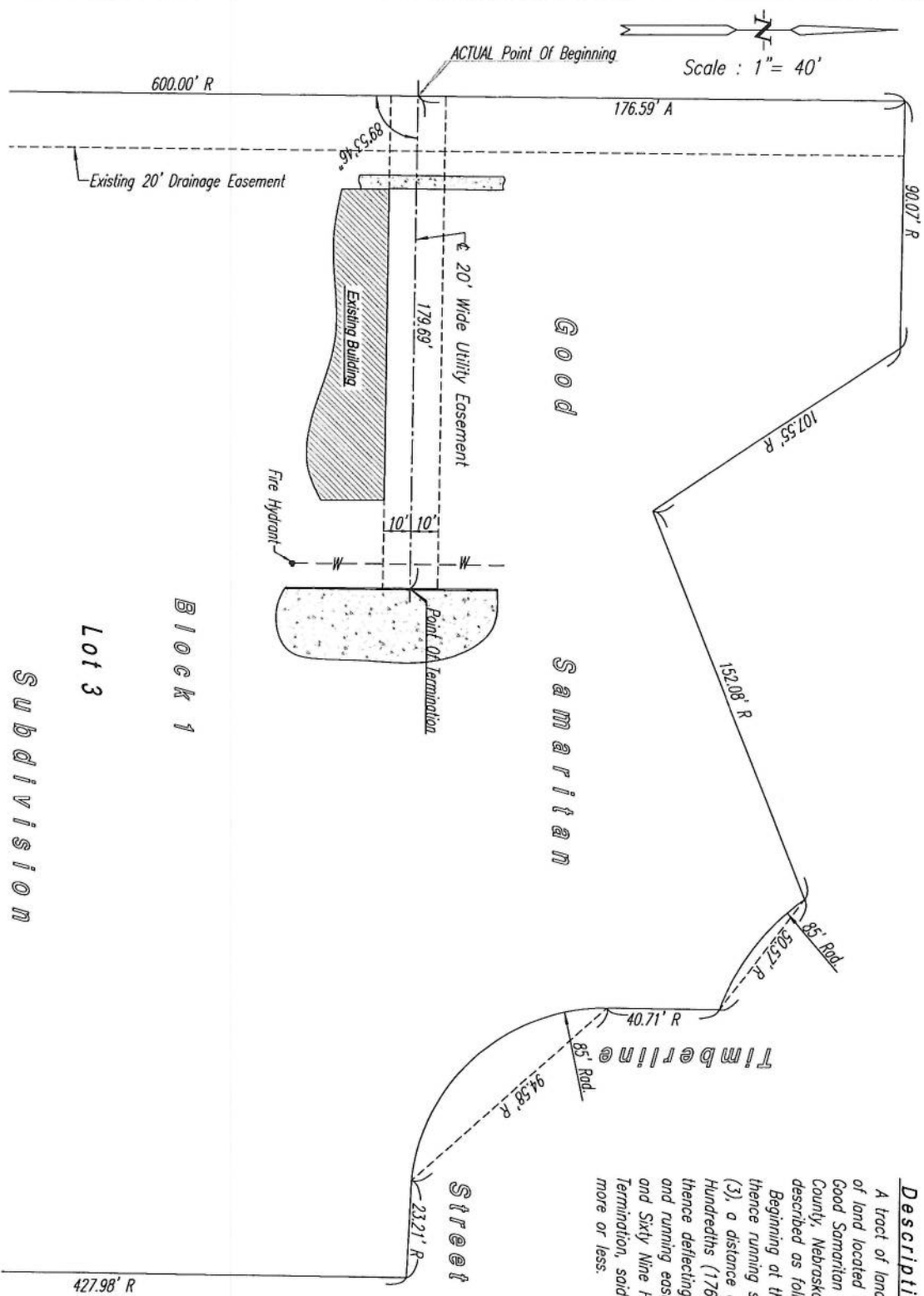


[Signature]
Notary Public

CITY OF GRAND ISLAND, NEBRASKA
a Municipal corporation

By: _____
Jeremy L. Jensen, Mayor

Attest: _____
RaNae Edwards, City Clerk



Description (20' Easement)

A tract of land consisting of a Twenty (20.00) foot wide strip of land located in a part of Lot Three (3), Block One (1), Good Samaritan Subdivision, in the City of Grand Island, Hall County, Nebraska, the centerline of which is more particularly described as follows:

Beginning at the northwest corner of said Lot Three (3), thence running southerly on the westerly line of said Lot Three (3), a distance of One Hundred Seventy Six and Fifty Nine Hundredths (176.59) feet, to the ACTUAL Point of Beginning; thence deflecting left 89°53'46" from the last described course and running easterly a distance of One Hundred Seventy Nine and Sixty Nine Hundredths (179.69) feet to the point of Termination, said tract containing (3593.8 Sq. Ft.) 0.025 acres more or less.

Date : September 14, 2017, Revised October 30, 2017

20' Utility Easement

Lot 3, Block 1, Good Samaritan Subdivision
In The City Of Grand Island, Nebraska



2810 NORTH WEBB ROAD, GRAND ISLAND, NEBRASKA 68802 P.O. BOX 548
EMAIL: SURVYO@GOCIS3A1.NET PHONE (308) 382-1472 FAX(308) 382-1423

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ORIGINAL

RESOLUTION 2018-157

WHEREAS, Evangelical Lutheran Good Samaritan Society, a North Dakota non-profit corporation, (“Good Samaritan”) conveyed to Indianhead Golf Club, L.L.C., a Nebraska limited liability company, (“Indianhead”) a terminable easement permitting the installation of an underground waterline across land of Good Samaritan to serve a portion of the golf course owned and operated by Indianhead; and

WHEREAS, to comply with the municipal code and building codes adopted and approved by the City of Grand Island (“City), said easement must require notice to City and disconnection of the afore-described waterline in the event either the easement is terminated by Good Samaritan or the use of the waterline is abandoned; and

WHEREAS, Indianhead is requesting City’s approval of the above-mentioned easement incorporating terms as described above.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the terminable easement executed on behalf of Good Samaritan and Indianhead on May 22, 2018 and May 29, 2018, respectively, be approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such Agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, June 12, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
June 8, 2018	▣ City Attorney