



City of Grand Island

Tuesday, May 25, 2021

Council Session

Item G-11

#2021-122 - Approving Final Plat and Subdivision Agreement for Highland North Second Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP, Regional Planning Director
Meeting: May 25, 2021
Subject: Highland North Second Subdivision – Final Plat
Presenter(s): Chad Nabity, AICP, Regional Planning Director

Background

This property is located south of Nebraska Highway 2 and west Independence Avenue in Grand Island, Nebraska. (26 lots, 4.235 acres) This property is zoned B2 General Business and R3-SL Medium Density Small Lot Residential.

Discussion

The final plat for Highland North Second Subdivision were considered at the Regional Planning Commission at the May 5, 2021 meeting.

A motion was made by Ruge and second by Robb to approve final plat for Highland Second Subdivision.

A roll call vote was taken and the motion passed.

The motion was carried with eleven members voting in favor (O'Neill, Ruge, Allan, Nelson, Doane, Olson, Monter, Hendricksen, Randone, Robb and Rubio) and no members present voting no or abstaining.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that Council approve the final plat as presented.

Sample Motion

Move to approve as recommended.

Developer/Owner
A&H Holdings, LLC
581 Shady Bend Road
Grand Island, NE 68801

To create

Size: Final Plat 26 lots, 4.235 Acres

Zoning: B2 General Business and R3-SL Medium Density Small Lot Residential

Road Access: City street access is available from Independence Avenue. Wilder Avenue and Mitchell Creek Drive will be a combination of 37' and 32' concrete curb and gutter streets installed by the developer. A drive way plan has been submitted and is included in the subdivision agreement for those portions of the streets that are 32' wide.

Water: City Water is available to the subdivision and will be extended to serve all lots.

Sewer: City Sewer is available to the subdivision and will be extended to serve all lots.



* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

HIGHLAND NORTH SECOND SUBDIVISION
LOTS 1-26 INCLUSIVE

In the City of Grand Island, Hall County Nebraska

The undersigned, A & H Holdings, L.L.C., hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

A Tract of Land Consisting of Part of the Northwest Quarter (NW1/4) of Section TWO (2), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska;

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as HIGHLAND NORTH SECOND SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots, easements, and streets

belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said HIGHLAND NORTH SECOND SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1. **Paving.** The Subdivider agrees to pave Wilder Avenue and Mitchell Creek Drive in accordance with plans and specifications approved by the City's Director of Public Works, and subject to the City's inspection. If the Subdivider fails to pave Wilder Avenue and Mitchell Creek Drive, the City may create a paving district to perform such work. The Subdivider agrees to waive the right to object to the creation of any paving district for Independence Avenue where it abut the subdivision.

2. **Water.** Public water is available to the subdivision and the Subdivider agrees to extend, connect and provide water service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection

3. **Sanitary Sewer.** Public sanitary sewer is available to the subdivision and the Subdivider agrees to extend, connect and provide sanitary sewer service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection.

4. **Storm Drainage.** The Subdivider agrees to grade all lots in the subdivision in conjunction with the development proposed thereon so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If the Subdivider fails to grade and maintain such drainage the City may create a drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision

5. **Sidewalks.** The Subdivider shall install and maintain all public sidewalks required by the City of Grand Island when the lots are built upon, and such sidewalk shall be regulated and required with the building permit for each such lot.

The Subdivider must select curb or conventional sidewalk for each street unless the requirement has been waived by Council.

Street Name	Curb sidewalk	Conventional Sidewalk	Sidewalk Requirement Waived by Council
Mitchell Creek Drive			NO
Wilder Avenue			NO
Independence Avenue			YES

Immediate sidewalk construction adjacent to Independence Avenue shall be waived. However, the sidewalks shall be constructed when the property owner is directed to do so by the City Council. In the event a Street Improvement District is created to pave any public street in the subdivision, the Subdivider agrees to install public sidewalks within one year of the completion of such street improvement district in accordance with the City of Grand Island Sidewalk Policy.

6. **Landscaping.** The Subdivider agrees to comply with the requirements of the Landscaping Regulations of the City of Grand Island on any commercial property within the subdivision, and plans as submitted to and approved by the City's Building Department.

Landscaping shall be provided on Lot 26 based on frontages along Independence Avenue and Wilder Avenue. Nebraska Highway 2 shall not be considered frontage provided the proposed trail is completed at or before occupancy of any buildings on lots that back onto said highway.

7. **Driveways.** Driveways along the 32 foot sections of Wilder Avenue and Mitchell Creek Drive shall be limited to the locations shown on the attached driveway exhibit as attached. No driveways shall be permitted from Independence Avenue or Nebraska Highway 2.

8. **Easements.** Any easements shall be kept free of obstructions and the Subdivider shall indemnify the City for any removal or repair costs caused by any obstructions. In addition, the duty to maintain the surface of any easements to keep them clear of any worthless vegetation or nuisance shall run with the land.

9. **Engineering Data.** All final engineering plans and specifications for public improvements shall bear the signature and seal of a professional engineer registered in the State of Nebraska and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of improvements under construction shall be performed under the supervision of a professional engineer registered in the State of Nebraska, and upon completion shall be subject to inspection and approval by the Department of Public Works prior to acceptance by the City of Grand Island. An "as built" set of plans and specifications including required test results bearing the seal and signature of a professional engineer registered in the State of Nebraska shall be filed

with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

10. **Warranty.** The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as HIGHLAND NORTH SECOND SUBDIVISION, and that an abstract of title or title insurance commitment will be submitted for examination, if necessary, upon request of the City of Grand Island.

11. **Successors and Assigns.** This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs, devisees, and legatees. Where the term "Subdivider" is used in this agreement, the subsequent owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdivider has not performed such conditions.

Dated _____, 2021.

A & H Holdings, LLC., A NEBRASKA
LIMITED LIABILITY COMPANY,
Subdivider

By: _____
Amos C. Anson, Member

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2021, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Amos C. Anson, Member of A&H Holdings, L.L.C., a Nebraska Limited Liability Company, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of A&H Holdings, L.L.C.

WITNESS my hand and notarial seal the date above written.

Notary Public



RESOLUTION 2021-122

WHEREAS know all men by these presents, that A & H Holdings, LLC, A Nebraska Limited Liability Company, being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as “HIGHLAND NORTH SECOND SUBDIVISION”, In part of the Northwest Quarter (NW ¼) of Section Two (2), Township Eleven (11) North, Range Ten (10) West of the 6TH P.M.in the City of Grand Island, Hall County, Nebraska.

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement herein before described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of HIGHLAND NORTH SECOND SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

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Adopted by the City Council of the City of Grand Island, Nebraska, May 25, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 21, 2021	☐ City Attorney