



City of Grand Island

Tuesday, May 24, 2022

Council Session

Item G-10

#2022-141 - Approving Transfer of Water Irrigation Rights in the Area of Old Potash Highway and North Road- Parcel No.'s 400201001, 400200933, and 400475310

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: May 24, 2022

Subject: Approving Transfer of Water Irrigation Rights in the Area of Old Potash Highway and North Road- Parcel No.'s 400201001, 400200933, and 400475310

Presenter(s): John Collins PE, Public Works Director

Background

Over the past several years Public Works Engineering staff has been working on land acquisitions related to the Moore's Creek drainage improvements, which will extend drainage to the southwest, serve current areas, as well as the proposed US Highway 30 realignment project.

During property negotiations for the necessary land, and subsequent executed Purchase Agreements the seller retained the right to transfer the irrigation water rights pertaining to the subject property. The executed agreements and corresponding resolutions are attached for reference.

Parcel No. 400201001	Resolution No. 2019-351
Parcel No. 400200933	Resolution No. 2013-184
Parcel No. 400475310	Resolution No. 2019-351

Discussion

City Council approval is required for the City of Grand Island to transfer the water irrigation rights from the subject parcels noted above per the seller of such. There is no cost to the City in relation to this transaction.

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 the Council approve the resolution transferring the water irrigation rights.

Sample Motion

Move to approve.



NRD USE ONLY	
Transaction Date	
Transaction #	
Well Permit	
Acre/feet purchased	@ \$
Total \$ Amount	\$

1. CONTACT

Name **BRAD KROEGER**
 Address **9039 S LOCUST ST**
DONIPHAN, NE 68832
 Phone **402-845-6811**

2. INDICATE TRANSFER OF WATER RIGHTS

PURCHASE **TRANSFER** PERMANENT RETIREMENT AU

GWE ---> Buy Bid or Sell Bid

3. REASON OF WATER RIGHT TRANSACTION

4. INDICATE THE USE (if not for irrigation)

5a. TRANSFER TO

Water Right ID **1009W34C0003** Zone **Appropriated**
 Contact **KROEGER/JILL R & BRADLEY E**
 County **HALL** Legal **S1/2 SW 1/4 Section 34-10-09W**
 Irrigation **Both** Depletion % **67** Acres **26.02**
 River Basin **PLATTE** Net-Change Depletion **-14.47 (acre/feet)**

6a. TRANSFER FROM

Water Right ID **1009W34C0002** Zone **Appropriated**
 Contact **KROEGER/JILL R & BRADLEY E**
 County **HALL** Legal **S1/2 SW 1/4 Section 34-10-09W**
 Irrigation **Groundwater** Depletion % **67** Acres **0.98**
 River Basin Net-Change Depletion **0.55 (acre/feet)**

6b. TRANSFER FROM

Water Right ID **1009W34C0001** Zone **Appropriated**
 Contact **KROEGER/JILL R & BRADLEY E**
 County **HALL** Legal **S1/2 SW 1/4 Section 34-10-09W**
 Irrigation **Both** Depletion % **67** Acres **5.71**
 River Basin Net-Change Depletion **3.18 (acre/feet)**

6c. TRANSFER FROM

Water Right ID	<u>1110W23A0001</u>	Zone	<u>Appropriated</u>		
Contact	<u>CITY OF GI</u>				
County	<u>HALL</u>	Legal	<u>PT OF THE SW NE1/4 Section 23-11-10W</u>		
			<u>PARCEL #400475310</u>		
Irrigation	<u>Groundwater</u>	Depletion %	<u>47</u>	Acres	<u>2.03</u>
River Basin				Net-Change Depletion	<u>0.79 (acre/feet)</u>

6d. TRANSFER FROM

Water Right ID	<u>1110W23A0002</u>	Zone	<u>Appropriated</u>		
Contact	<u>CITY OF G I</u>				
County	<u>HALL</u>	Legal	<u>PT OF THE NE NE 1/4 Section 23-11-10W</u>		
			<u>PARCEL # 400200933</u>		
Irrigation	<u>Groundwater</u>	Depletion %	<u>47</u>	Acres	<u>2.50</u>
River Basin				Net-Change Depletion	<u>0.97 (acre/feet)</u>

6e. TRANSFER FROM

Water Right ID	<u>1110W23A0002</u>	Zone	<u>Appropriated</u>		
Contact	<u>CITY OF GI</u>				
County	<u>HALL</u>	Legal	<u>PT OF THE NE NE1/4 Section 23-11-10W</u>		
			<u>PARCEL # 400201001</u>		
Irrigation	<u>Groundwater</u>	Depletion %	<u>47</u>	Acres	<u>7.78</u>
River Basin				Net-Change Depletion	<u>3.04 (acre/feet)</u>

6f. TRANSFER FROM

Water Right ID	<u>0910W01D0002</u>	Zone	<u>Appropriated</u>		
Contact	<u>ROBB/GREG W</u>				
County	<u>HALL</u>	Legal	<u>PT OF THE E1/2 SE1/4 Section 01-09-10W</u>		
Irrigation	<u>Groundwater</u>	Depletion %	<u>68</u>	Acres	<u>10.52</u>
River Basin				Net-Change Depletion	<u>5.94 (acre/feet)</u>

7. TRANSACTION SUMMARY.

<u>Landowner</u>	<u>Legal Description</u>	<u>Action</u>	<u>Acres</u>	<u>Dep %</u>	<u>Total NET</u>
KROEGER/JILL R & BRADLEY E	S1/2 SW1/4 Section 34-10-09W	Landowner Transfer - To	26.02	67	-14.47
KROEGER/JILL R & BRADLEY E	S1/2 SW1/4 Section 34-10-09W	Landowner Transfer - From	0.98	67	0.55
KROEGER/JILL R & BRADLEY E	S1/2 SW1/4 Section 34-10-09W	Landowner Transfer - From	5.71	67	3.18
CITY OF G I	PT OF THE SW NE1/4 Section 23-11-10W	Landowner Transfer - From	2.03	47	0.79
CITY OF G I	PT OF THE NE NE1/4 Section 23-11-10W	Landowner Transfer - From	2.50	47	0.97
CITY OF G I	PT OF THE NE NE1/4 Section 23-11-10W	Landowner Transfer - From	7.78	47	3.04
ROBB/GREG W	PT OF THE E1/2 SE1/4 Section 01-09-10W	Landowner Transfer - From	10.52	68	5.94

8. CONDITIONS OF TRANSACTION

Offset acres (see map) cannot be irrigated and no irrigation runoff is allowed onto those acres. Offset acres will be checked each year and any violation will result in Penalties (#9) shown below.

This is not a permit to construct a well, if you want to drill new well you will need to apply for a well permit prior to drilling.

9. AGREEMENT

If this transaction is approved, I agree to abide by the following conditions:

- If it is later determined that further offsets have to be made because of any depletions to the river caused by the transaction, whatever offsets have to be made will be the landowner’s responsibility.
- Land traded and returned to dryland acres will be spot-checked to verify that it remains dryland.
- Penalties: If it is determined by the NRD that any of the acres that were agreed upon to remain dryland are irrigated, a Cease & Desist Order (SS46-707) may be issued. Penalties could include up to \$1,000-\$5,000 per day (SS46-745) fine.

I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete and accurate.

Signature of Transferee

Signature of Transferor

Date

NOTARIZATION

State of Nebraska: On this ____ Day of _____, 20____, before me a Notary Public in and for said state, personally came the above named _____ who is personally known to me to be the identical person whose name is affixed to the above instrument, and acknowledge the instrument to be his voluntary act and deed. Witness my hand and Notary Seal the day and year last written.

Notary Public

My Commission Expires the ____ day of _____, 20____.

10. DECISION OF THE CENTRAL PLATTE NATURAL RESOURCES DISTRICT

Not all transactions require a hearing. If a hearing is required, the transaction will be acted upon after the hearing by the Board of Director. Because the process involves a legal notice for the hearing, your request will be acted upon at the earliest possible date after the legal requirements have been met. You or your representative should be present at the hearing.

NRD Representative: _____ Hearing Date (if required): _____

APPROVED

MAP ENCLOSED

Condition: _____

DENIED

Reason: _____

Disclaimer: The Central Platte Natural Resource District is responsible for the final acres shown on the Request Form. Although the Natural Resources Conservation Service (NRCS) may help obtain information, the Central Platte NRD is responsible for any final determination.

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Signature of Transferee **Signature of Transferor** **Date**

NOTARIZATION

State of Nebraska: On this ____ Day of _____, 20 ____, before me a Notary Public in and for said state, personally came the above named _____ who is personally known to me to be the identical person whose name is affixed to the above instrument, and acknowledge the instrument to be his voluntary act and deed. Witness my hand and Notary Seal the day and year last written.

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DENIED

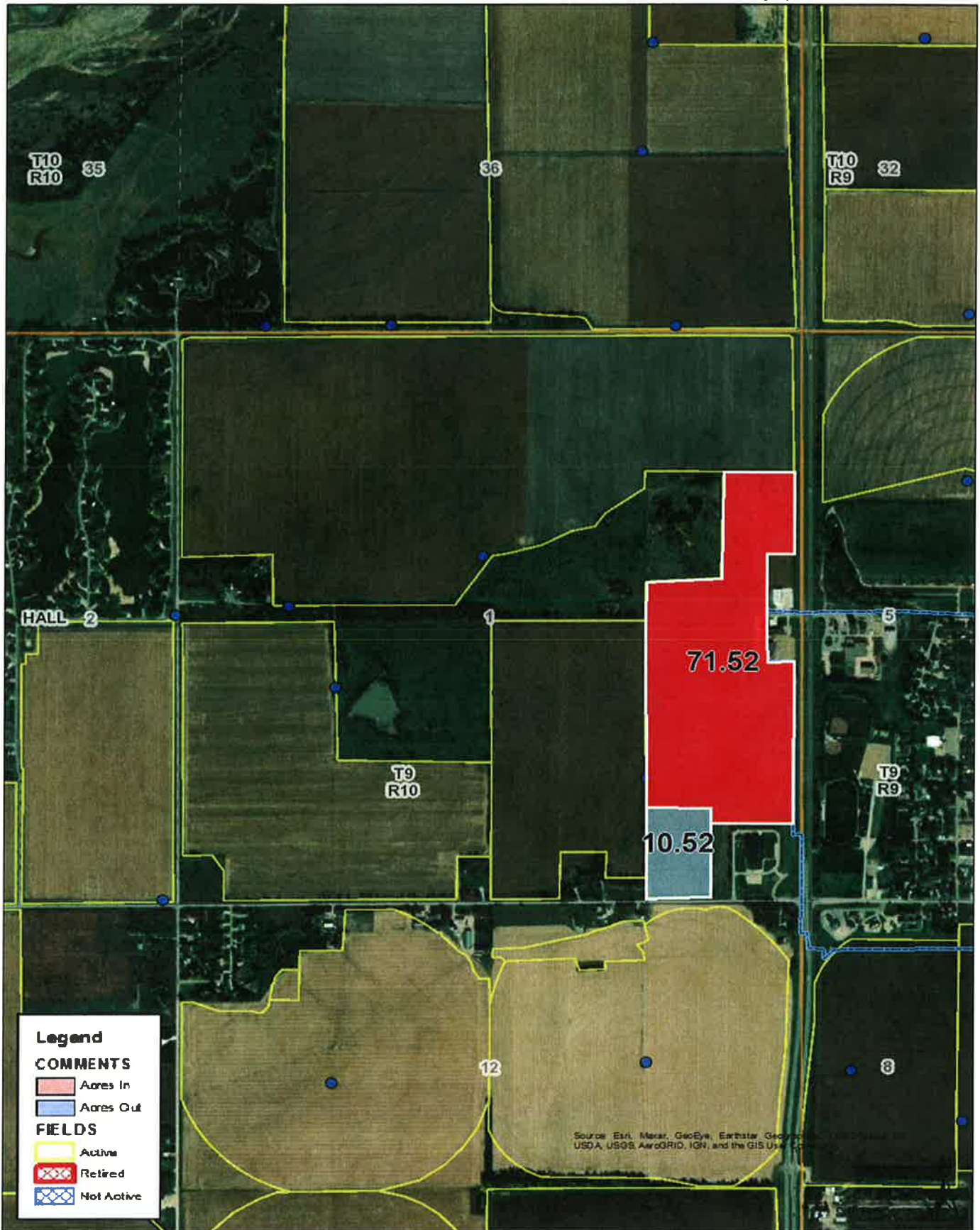
Reason: _____

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1009W34





0910W01

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT (the "Agreement") is made by and between Eric M. Pollock, Kenda D. Pollock, Matthew M. Pollock, and Miranda D. Pollock, (herein "Seller" whether one or more), and City of Grand Island, a municipal corporation, (herein "Buyer") and is effective on the date this Agreement is executed by Buyer and Seller as reflected on the signature page(s).

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration in hand paid by Buyer to Seller, the receipt and sufficiency of which is hereby acknowledged by Seller, and pursuant to the terms and conditions contained in this Agreement, it is hereby agreed as follows:

1. **PROPERTY PURCHASED.** Seller agrees to sell and Buyer agrees to purchase, on such terms and conditions as are set forth hereinafter, the following described property:
 - (a) All that real estate legally described as set forth in Attachment A, attached hereto (the "Subject Premises").
 - (b) The Buyer is familiar with the Subject Premises and agrees to accept the Subject Premises in their current condition. Seller provides no warranty as to the condition of the Subject Premises, and they shall be sold "as is/where is".
2. **PURCHASE PRICE.** The Purchase Price of the Subject Premises is \$64,075.00. The Purchase Price shall be paid to Seller by Buyer according to the following terms:
 - (a) The sum of \$64,075.00 in cash or check upon closing of this Agreement.
3. **CROP BASE.** If this transaction divides an existing USDA farm, Seller and Buyer shall take all action required to have the USDA crop base fairly and equitably assigned and allocated to the Seller through the FSA office.
4. **AGRICULTURE PROGRAM PAYMENTS.** Seller shall receive all USDA, NRCS, or other agricultural program payments arising out of or related to the 2019 crop and crop year and all prior years.
5. **CONVEYANCE.** At Closing, Seller agrees to convey the Real Property by Warranty Deed (the "Deed") to Buyer, subject to Permitted Exceptions as defined in paragraph 10(a). Said conveyances shall be free from all liens and encumbrances.
6. **DATE OF CLOSING.** The Date of Closing for this sale shall be on or before December 1, 2019, or as soon as practicable thereafter after all of the conditions of closing are satisfied.

7. PLACE OF CLOSING. The Place of Closing shall be at the offices of Grand Island Abstract, Escrow & Title Co., Grand Island, Nebraska, or at such other location as the parties shall mutually agree.
8. POSSESSION. The right of possession of the Subject Premises shall pass to Buyer upon Closing. It is understood and agreed that this Agreement shall in no manner be construed to convey the premises or to give any right to take possession thereof prior to Closing.
9. CONDITIONS PRECEDENT TO CLOSING. The obligation of the parties to close this Agreement is subject to the satisfaction of the following conditions:
 - (a) Title Approval. Seller shall deliver to Buyer prior to Closing a Title Insurance Commitment (“Commitment”) for the Real Estate. If Buyer has any objection to items disclosed in such Commitment, Buyer shall notify Seller prior to Closing. If Buyer makes such objections, Seller shall have a reasonable time after receipt of such objections (but not more than 30 days) to cure the same, and the Date of Closing shall be extended, if necessary. Seller shall use its best efforts to cure such objections. If the objections are not satisfied within such time period despite Seller's best efforts, Buyer may (i) terminate this Agreement by notice to Seller given within five (5) days after the expiration of such 30 day period, or (ii) waive its objections and close the transaction. If Buyer elects to terminate this agreement pursuant to this paragraph 10(a), then the Earnest Money paid by Buyer shall be returned to Buyer. Any defects in Seller's title not objected to by Buyer or accepted by Buyer shall be deemed “Permitted Exceptions” for purposes of this Agreement. Failure of Buyer to terminate the Agreement as provided herein shall also be deemed to make any title defects “Permitted Exceptions.”
 - (b) Inspection of Real Estate. At any time prior to Closing, Buyer and Buyer’s respective representatives shall have the right to enter upon the Real Estate at any reasonable time to make surveys, studies, inspections, and other tests to determine whether the Real Estate contains, or has the potential of containing, any hazardous materials or substances, or other environmental problems, and to determine the condition of the Real Estate; provided, however, all such surveys, studies, inspections or other tests shall be performed by Buyer at Buyer’s sole cost and expense and completed in the time period referenced above. If Buyer does not make such surveys, inspections or tests, in the time period required, Buyer shall be deemed to be satisfied with the condition of the Real Estate.

The Buyer shall not be obligated to undertake any soil borings or other invasive testing to determine the existence of hazardous materials on the Real Estate, it being the intention of the parties that if noninvasive environmental inspections and testing indicate that the Real Estate may contain hazardous substances, Buyer shall have the right to rescind this Agreement. If in Buyer's judgment, such surveys, studies, inspections or other tests indicate or determine that the Real Estate contains any hazardous materials or substances, or the condition of the Real Estate is not acceptable to Buyer, then Buyer may terminate this Agreement by notice given to Seller prior to Closing, and the Earnest Money paid by Buyer shall then be returned to Buyer. If Buyer fails to terminate this Agreement by the Date of Closing, then Buyer shall be deemed to have waived this contingency.

Nothing stated herein shall be deemed to grant Buyer the authority to bind the Real Estate with any construction liens related to the testing contemplated hereunder or for any other work related to the Real Estate prior to closing, and the parties hereto specifically disclaim that any agency relationship exists as between Seller and Buyer with respect thereto. Buyer further agrees to indemnify and hold Seller harmless from and against any costs, liabilities, claims or expenses arising out of any failure of Buyer to promptly pay for the costs and expenses associated with any borings, surveys, studies, inspections or other tests performed by Buyer, which indemnity shall survive closing.

Seller agrees to furnish to Buyer, prior to Closing, with any environmental studies, assessments, audits, or other environmental information in Seller's possession regarding the Real Estate. Buyer acknowledges that Buyer is purchasing the Real Estate based upon Buyer's inspection of the Real Estate and not based upon any representations of the Seller other than as are contained herein. Buyer further acknowledges that Buyer is purchasing all of the Property "AS IS," and that Seller has no obligation to make any repairs or modification thereto other than as may be specifically set forth herein.

- (c) Property Survey. Buyer shall have the right to have the Real Estate surveyed at Buyer's expense by a registered land surveyor acceptable to Buyer; provided, however, the survey shall be prepared on or before the Date of Closing. If Buyer has an objection to items disclosed in such Survey, Buyer shall make written objections to Seller in the same manner as for title objections in Paragraph 11(a) above. If Buyer

makes such objections, Seller shall have a reasonable time after receipt of Buyer's written objections to cure the same, and the Date of Closing shall be extended, if necessary. If the objections are not satisfied within such time period, Buyer shall have the above remedies as are provided for title objections in Paragraph 10(a) above.

10. ENVIRONMENTAL CONDITION OF SUBJECT PREMISES. Seller represents to the best of Seller's knowledge that no hazardous or toxic material, substance, pollutant, contaminant, waste, asbestos or petroleum product has been released into the environment, or deposited, discharged, placed or disposed of at, near or on the Subject Premises. Seller also represents that, to the best of Seller's knowledge, no hazardous substance or hazardous waste, as defined by the Resource Conservation Recovery Act (42 U.S.C. §§6901, et seq.) or the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. §§9601, et seq.), has been generated, manufactured, refined, transported, treated, stored, handled, or disposed of on, at or near the Subject Premises.

11. OTHER TERMS.

- (a) Seller shall be permitted to occupy the Subject Premises for the 2019 crop season and retain the profits therefrom.
- (b) Soil material excavated from the Subject Premises in connection with Buyer's initial construction of the drainage ditch, a part of the Moore's Creek Project, upon the Subject Premises shall be available to Seller. Seller shall have the option to remove the soil material at the direction and supervision of Buyer prior to Buyer's commencement of construction. If not removed by Seller, salvage soil material excavated from the Subject Premises by Buyer shall be deposited and stockpiled in the extreme northeast corner of the West Half of the Northeast Quarter (W1/2NE1/4) of Section Twenty-three (23), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska.
- (c) Seller shall retain and have the right to transfer the irrigation water rights pertaining to the Subject Premises. Buyer shall cooperate with Seller with respect to the transfer or assignment of water rights.
- (d) No storm water or surface water collected upon that part of Seller's Seller shall be permitted to enter upon the Subject Premises unless Buyer's Public Works Director approves such drainage in writing.

12. BROKERS' FEES. The Buyer and Seller represent to each other that neither the Buyer nor the Seller has incurred any liability for brokerage fees or commissions in connection with this

transaction. Each party indemnifies and agrees (which indemnification and agreement shall survive Closing) to hold the other party harmless from any and all claims and expenses resulting to the other party by reason of breach of the representation made by such party in this Paragraph. [If no broker involved]

13. REAL ESTATE TAXES AND ASSESSMENTS. Seller shall pay all real estate taxes and assessments (if any) for 2018 and prior years. All real estate taxes (if any) for the years 2019 shall be prorated to the date of closing based on the most recent valuation and mill levies.
14. RISK OF LOSS. Risk of loss with respect to the Subject Premises shall be borne by Seller until the Date of Closing and thereafter by Buyer. In the event of material damage to the Subject Premises by fire, explosion or any other cause prior to Closing, Seller shall have Sixty (60) days to repair the Subject Premises or to rescind this Agreement, whereupon Seller shall refund to Buyer the Earnest Money (if any) and any other payments made hereunder.
15. DEFAULT. Unless otherwise provided for herein, if Buyer or Seller fails to comply herewith, the other party may exercise remedies as follows:
 - (a) Buyer's Remedies. In the event Seller defaults on Seller's obligation arising hereunder, Buyer shall be entitled to (i) receive a full refund of the Deposit in lieu of any other remedy which may be available to Buyer at law or in equity, and this Agreement shall be void and of no further force or effect whatsoever upon Buyer's receipt of the Deposit, (ii) seek specific performance of this Agreement, or (c) pursue any remedy which may be available to Buyer at law or in equity.
 - (b) Seller's Remedies. In the event Buyer defaults on Buyer's obligation arising hereunder, Seller shall be entitled to: (i) retain the Deposit as liquidated damages in lieu of any remedy which may be available to Seller at law or in equity (in which case, this Agreement shall be void and of no further force or effect); or (ii) pursue any remedy which may be available to Seller at law or in equity.
16. DIVISION OF EXPENSES FOR THIS TRANSACTION. The parties agree that the expenses in connection with the sale and purchase of the Subject Premises will be divided as follows: Buyer shall pay all closing costs, buyer's policy title insurance premiums, and recording fees. Each party shall pay its own attorney fees.
17. BINDING EFFECT. This Agreement shall be binding upon each of the parties hereto, their legal representatives, heirs, successors and assigns.
18. MODIFICATION. This Agreement constitutes the entire understanding of the parties, and there shall be no verbal or other agreement except as contained herein and except as it may


be amended by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, discharge or amendment is sought.

19. SEVERABLE PROVISIONS. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
20. CHOICE OF LAW. This Agreement shall be administered in accordance with the laws of the State of Nebraska.
21. EXECUTION OF ADDITIONAL DOCUMENTS. The parties hereto will at any time, and from time to time after Closing, upon request of the other party, execute, acknowledge, and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of this Agreement, and to transfer and vest title to the Subject Premises, and to protect the right, title and interest in and enjoyment of the Subject Premises assigned, transferred and conveyed to Buyer pursuant to this Agreement; provided, however, this Agreement shall be effective regardless of whether any such additional documents are executed. The parties hereto will also execute all customary documents required by the title insurance company at Closing, including, but not limited to, affidavits and indemnification agreements.
22. TIME OF ESSENCE. Time is of the essence regarding the payments and performances referenced in this Agreement.
23. CONSTRUCTION. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include plural, and vice versa, unless the context requires otherwise.
24. ASSIGNMENT. Except as provided in the paragraph above regarding like-kind exchanges, this Agreement cannot be assigned without the prior written consent of Seller, which Seller can withhold in its sole and absolute discretion.
25. WARRANTIES. The terms and conditions of this Agreement shall survive the Warranty Deed and Closing.
26. ASSIGNMENT AND USE IN TAX FREE EXCHANGE. The property at issue in this transaction is being requisitioned through the governmental exercise of its power to convert property for public use and benefit. Had the Seller not voluntarily agreed to the terms of sale, a condemnation would have been likely to occur. The Buyer understands that Seller may be using this sale as part of a Tax Free Exchange under the terms of §1033 of the Internal

Revenue Code. Buyer agrees to cooperate, at no expense to Buyer, so as to effect the exchange.

Executed on the dates referenced below.

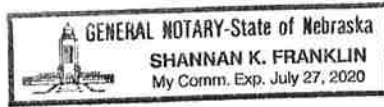
Seller: ERIC M. POLLOCK

BY 
Eric M. Pollock

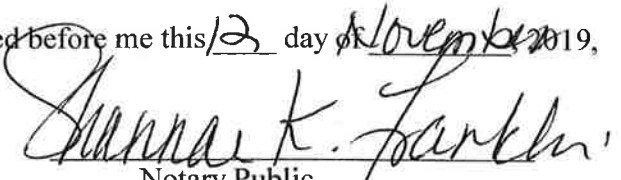
Date: 11-12-19

SS# or EIN for Seller(s): 508-94-0703


STATE OF NEBRASKA)
) SS
COUNTY OF HALL)



The foregoing instrument was acknowledged before me this 12 day of November 2019, by Eric M. Pollock as Seller.


Notary Public

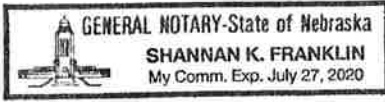
Seller: KENDA D. POLLOCK

BY 
Kenda D. Pollock

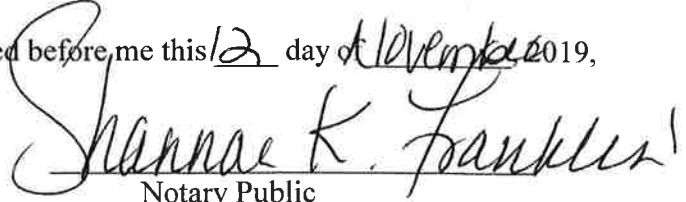
Date: 11-12-19

SS# or EIN for Seller(s): 507-98-3735

STATE OF NEBRASKA)
) SS
COUNTY OF HALL)



The foregoing instrument was acknowledged before me this 12 day of November 2019, by Kenda D. Pollock as Seller.


Notary Public

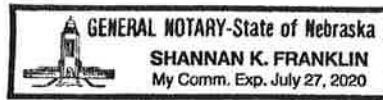
Seller: MATTHEW M. POLLOCK

BY Matthew M Pollock
Matthew M. Pollock

Date: 11-12-19

SS# or EIN for Seller(s): 507-23-1940

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)



The foregoing instrument was acknowledged before me this 12 day of November 2019,
by Matthew M. Pollock as Seller.

Shannan K. Franklin
Notary Public

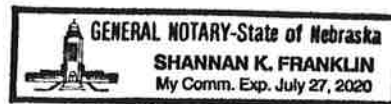
Seller: MIRANDA D. POLLOCK

BY Miranda D Pollock
Miranda D. Pollock

Date: 11/12/19

SS# or EIN for Seller(s): 505-31-5265

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)



The foregoing instrument was acknowledged before me this 12 day of November 2019,
by Miranda D. Pollock as Seller.

Shannan K. Franklin
Notary Public

Buyer: CITY OF GRAND ISLAND

Roger G. Steele Date: November 26, 2019
Roger G. Steele, Mayor

[attest]

RaNae Edwards
RaNae Edwards, City Clerk

Stacy R. Wank
Interim City Attorney

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this 26th day of November, 2019, by Roger G. Steele, Mayor, and RaNae Edwards, City Clerk, on behalf of the City of Grand Island as Buyer.



Jill Granere
Notary Public


ATTACHMENT A

A tract of land located in the southwest quarter of the Northeast Quarter and the Southeast Quarter of the Northwest Quarter, all in Section 23, Township 11 North, Range 10 West of the Sixth P.M., Hall County, Nebraska, being described as follows: beginning at the southwest corner of the Southwest Quarter of the Northeast Quarter of said Section 23; thence $S89^{\circ}16'47''W$ (assumed bearing) on the south line of the Southeast Quarter of the Northwest Quarter of said Section 23, a distance of 34.89 feet to the southwest corner of a tract of land as described and recorded in instrument number 201508859, and recorded in the office of the register of deeds for Hall County, Nebraska; thence $N01^{\circ}04'39''W$ on the west line of said tract of land, a distance of 80.00 feet; thence $N89^{\circ}16'47''E$ parallel with and 80.00 feet distant from said south line, a distance of 34.90 feet to the west line of said Southwest Quarter of the Northeast Quarter; thence $N89^{\circ}16'26''E$ parallel with and 80.00 feet distant from the south line of said Southwest Quarter of the Northeast Quarter, a distance of 1238.31 feet to the west line of a tract of land as described and recorded in instrument number 201300044, and recorded in the office of the register of deeds for Hall County, Nebraska; thence $S01^{\circ}05'45''E$ on the west line of said tract of land, parallel with and 80.00 feet distant from the east line of said Southwest Quarter of the Northeast Quarter, a distance of 80.00 feet to said south line; thence $S89^{\circ}16'26''W$ on said south line, a distance of 1238.34 feet to the point of beginning, containing 2.33 acres, more or less.

RESOLUTION 2019-351

WHEREAS, public right-of-way is required by the City of Grand Island, from Eric M. and Kenda D. Pollock, for construction of Moores Creek Drainage Ditch extension in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
Eric M. and Kenda D. Pollock- Parcel No. 400200929	A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE S01°08'13"E (ASSUMED BEARING) ON THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 954.05 FEET; THENCE S89°28'15"W PARALLEL WITH AND 80.00 FEET DISTANT FROM THE NORTH LINE OF A TRACT OF LAND AS DESCRIBED AND RECORDED IN INSTRUMENT NO. 97-109582, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR HALL COUNTY, NEBRASKA, A DISTANCE OF 412.90 FEET; THENCE N01°08'13"W PARALLEL WITH AND 412.90 FEET DISTANT FROM SAID EAST LINE, A DISTANCE OF 954.00 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE N89°27'48"E ON SAID NORTH LINE, A DISTANCE OF 412.90 FEET TO THE POINT OF BEGINNING, CONTAINING 9.04 ACRES, MORE OR LESS, WHICH INCLUDES 1.01 ACRES, MORE OR LESS, OF CURRENTLY OCCUPIED PUBLIC ROAD RIGHT-OF-WAY.	\$220,825.00
Eric M. and Kenda D. Pollock- Parcel No. 400475308	A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, ALL IN SECTION 23, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE S89°16'47" W (ASSUMED BEARING) ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 23, A DISTANCE OF 34.89 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED AND RECORDED IN INSTRUMENT NO. 201508859, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR HALL COUNTY, NEBRASKA; THENCE N01°04'39"W ON THE WEST LINE OF SAID TRACT OF LAND, A DISTANCE OF 80.00 FEET; THENCE N89°16'47"E PARALLEL WITH AND 80.00 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 34.90 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE N89°16'26"E PARALLEL WITH AND 80.00 FEET DISTANT FROM THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1238.31 FEET TO THE WEST LINE OF A TRACT OF LAND AS DESCRIBED AND RECORDED IN INSTRUMENT NO. 201300044, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR HALL COUNTY, NEBRASKA; THENCE S01°05'45"E ON THE WEST LINE OF SAID TRACT OF LAND, PARALLEL WITH AND 80.00 FEET DISTANT FROM THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 80.00 FEET TO SAID	\$64,075.00

Approved as to Form 
November 25, 2019 City Attorney

SOUTH LINE; THENCE S89°16'26"W ON SAID SOUTH LINE, A DISTANCE OF 1238.34 FEET TO THE POINT OF BEGINNING, CONTAINING 2.33 ACRES, MORE OR LESS.

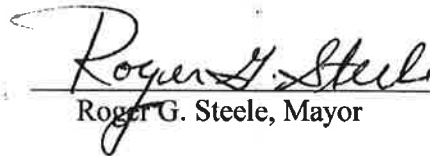
WHEREAS, agreements for the public right-of-way have been reviewed and approved by the City Legal Department; and

WHEREAS, the cost of such acquisition is \$220,825.00 and \$64,075.00, for a total amount of \$284,900.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the agreements for the public right-of-way on the above described tracts of land, in the amounts of \$220,825.00 and \$64,075.00, for a total amount of \$284,900.00.


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

Adopted by the City Council of the City of Grand Island, Nebraska, November 26, 2019.

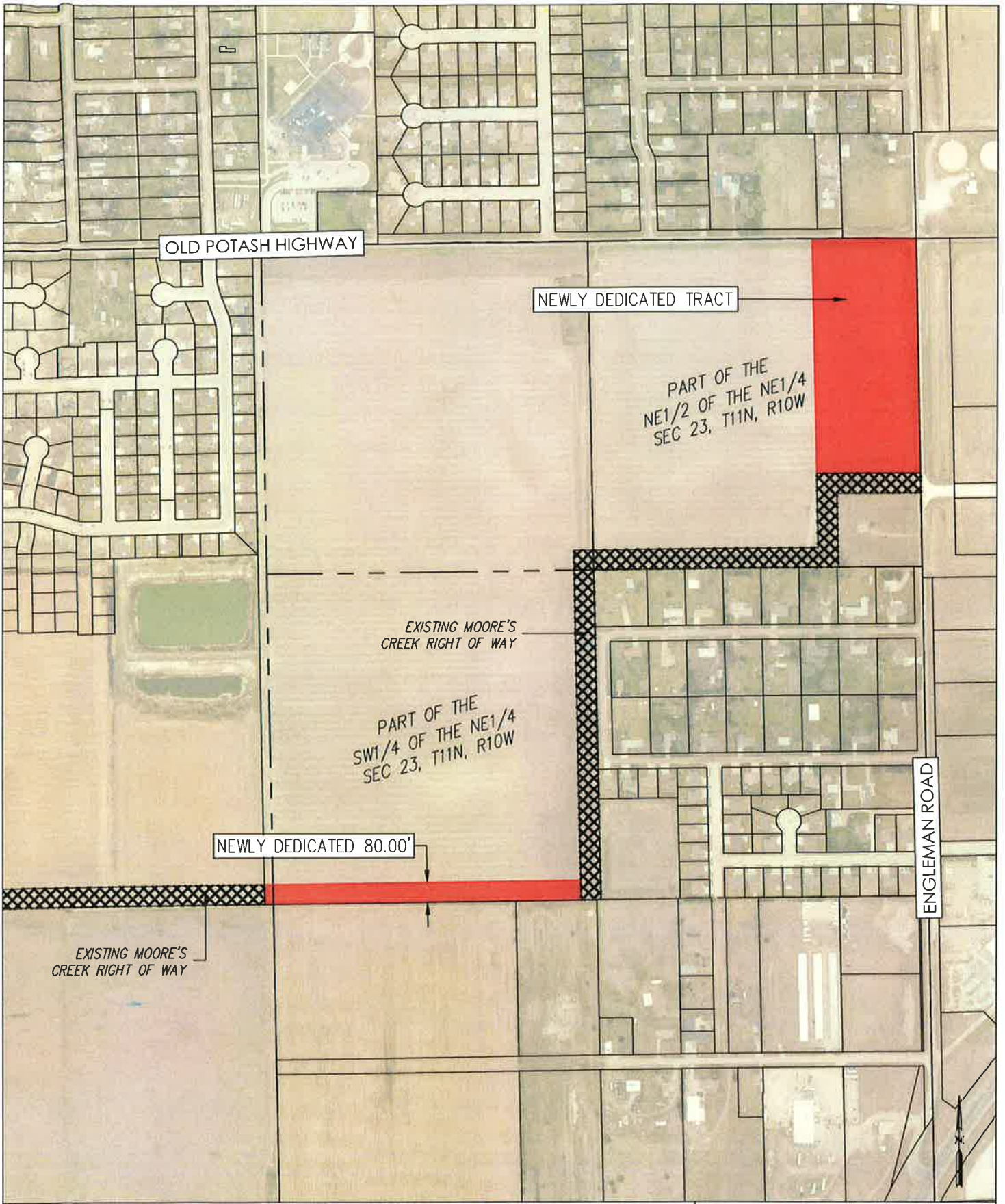


Roger G. Steele, Mayor

Attest:



RaNae Edwards, City Clerk



RIGHT OF WAY ACQUISITION

SECTION 23, TOWNSHIP 11 NORTH, RANGE 10 WEST
 GRAND ISLAND, NEBRASKA



REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT (the "Agreement") is made by and between Eric M. Pollock and Kenda D. Pollock, husband and wife (herein "Seller", whether one or more), and City of Grand Island, a municipal corporation, (herein "Buyer") and is effective on the date this Agreement is executed by Buyer and Seller as reflected on the signature page(s).

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration in hand paid by Buyer to Seller, the receipt and sufficiency of which is hereby acknowledged by Seller, and pursuant to the terms and conditions contained in this Agreement, it is hereby agreed as follows:

1. **PROPERTY PURCHASED.** Seller agrees to sell and Buyer agrees to purchase, on such terms and conditions as are set forth hereinafter, the following described property:
 - (a) All that real estate legally described as set forth in Attachment A, attached hereto; together with all equipment permanently attached thereto (the "Subject Premises").
 - (b) The Buyer is familiar with the Subject Premises and agrees to accept the Subject Premises in their current condition. Seller provides no warranty as to the condition of the Subject Premises, and they shall be sold "as is/where is".
2. **PURCHASE PRICE.** The Purchase Price of the Subject Premises is \$220,825.00. The Purchase Price shall be paid to Seller by Buyer according to the following terms:
 - (a) The sum of \$220,825.00 in cash or check upon closing of this Agreement.
3. **CROP BASE.** If this transaction divides an existing USDA farm, Seller and Buyer shall take all action required to have the USDA crop base fairly and equitably assigned and allocated to the Seller through the FSA office.
4. **AGRICULTURE PROGRAM PAYMENTS.** Seller shall receive all USDA, NRCS, or other agricultural program payments arising out of or related to the 2019 crop and crop year and all prior years.
5. **CONVEYANCE.** At Closing, Seller agrees to convey the Real Property by Warranty Deed (the "Deed") to Buyer, subject to Permitted Exceptions as defined in paragraph 10(a). Said conveyances shall be free from all liens and encumbrances.
6. **DATE OF CLOSING.** The Date of Closing for this sale shall be on or before December 1, 2019, or as soon as practicable thereafter after all of the conditions of closing are satisfied.

7. PLACE OF CLOSING. The Place of Closing shall be at the offices of Grand Island Abstract, Escrow & Title Co., Grand Island, Nebraska, or at such other location as the parties shall mutually agree.
8. POSSESSION. The right of possession of the Subject Premises shall pass to Buyer upon Closing. It is understood and agreed that this Agreement shall in no manner be construed to convey the premises or to give any right to take possession thereof prior to Closing.
9. CONDITIONS PRECEDENT TO CLOSING. The obligation of the parties to close this Agreement is subject to the satisfaction of the following conditions:
 - (a) Title Approval. Seller shall deliver to Buyer prior to Closing a Title Insurance Commitment (“Commitment”) for the Real Estate. If Buyer has any objection to items disclosed in such Commitment, Buyer shall notify Seller prior to Closing. If Buyer makes such objections, Seller shall have a reasonable time after receipt of such objections (but not more than 30 days) to cure the same, and the Date of Closing shall be extended, if necessary. Seller shall use its best efforts to cure such objections. If the objections are not satisfied within such time period despite Seller's best efforts, Buyer may (i) terminate this Agreement by notice to Seller given within five (5) days after the expiration of such 30 day period, or (ii) waive its objections and close the transaction. If Buyer elects to terminate this agreement pursuant to this paragraph 10(a), then the Earnest Money paid by Buyer shall be returned to Buyer. Any defects in Seller's title not objected to by Buyer or accepted by Buyer shall be deemed “Permitted Exceptions” for purposes of this Agreement. Failure of Buyer to terminate the Agreement as provided herein shall also be deemed to make any title defects “Permitted Exceptions.”
 - (b) Inspection of Real Estate. At any time prior to Closing, Buyer and Buyer’s respective representatives shall have the right to enter upon the Real Estate at any reasonable time to make surveys, studies, inspections, and other tests to determine whether the Real Estate contains, or has the potential of containing, any hazardous materials or substances, or other environmental problems, and to determine the condition of the Real Estate; provided, however, all such surveys, studies, inspections or other tests shall be performed by Buyer at Buyer’s sole cost and expense and completed in the time period referenced above. If Buyer does not make such surveys, inspections or tests, in the time period required, Buyer shall be deemed to be satisfied with the condition of the Real Estate.

The Buyer shall not be obligated to undertake any soil borings or other invasive testing to determine the existence of hazardous materials on the Real Estate, it being the intention of the parties that if noninvasive environmental inspections and testing indicate that the Real Estate may contain hazardous substances, Buyer shall have the right to rescind this Agreement. If in Buyer's judgment, such surveys, studies, inspections or other tests indicate or determine that the Real Estate contains any hazardous materials or substances, or the condition of the Real Estate is not acceptable to Buyer, then Buyer may terminate this Agreement by notice given to Seller prior to Closing, and the Earnest Money paid by Buyer shall then be returned to Buyer. If Buyer fails to terminate this Agreement by the Date of Closing, then Buyer shall be deemed to have waived this contingency.

Nothing stated herein shall be deemed to grant Buyer the authority to bind the Real Estate with any construction liens related to the testing contemplated hereunder or for any other work related to the Real Estate prior to closing, and the parties hereto specifically disclaim that any agency relationship exists as between Seller and Buyer with respect thereto. Buyer further agrees to indemnify and hold Seller harmless from and against any costs, liabilities, claims or expenses arising out of any failure of Buyer to promptly pay for the costs and expenses associated with any borings, surveys, studies, inspections or other tests performed by Buyer, which indemnity shall survive closing.

Seller agrees to furnish to Buyer, prior to Closing, with any environmental studies, assessments, audits, or other environmental information in Seller's possession regarding the Real Estate. Buyer acknowledges that Buyer is purchasing the Real Estate based upon Buyer's inspection of the Real Estate and not based upon any representations of the Seller other than as are contained herein. Buyer further acknowledges that Buyer is purchasing all of the Property "AS IS," and that Seller has no obligation to make any repairs or modification thereto other than as may be specifically set forth herein.

- (c) Property Survey. Buyer shall have the right to have the Real Estate surveyed at Buyer's expense by a registered land surveyor acceptable to Buyer; provided, however, the survey shall be prepared on or before the Date of Closing. If Buyer has an objection to items disclosed in such Survey, Buyer shall make written objections to Seller in the same manner as for title objections in Paragraph 11(a) above. If Buyer

makes such objections, Seller shall have a reasonable time after receipt of Buyer's written objections to cure the same, and the Date of Closing shall be extended, if necessary. If the objections are not satisfied within such time period, Buyer shall have the above remedies as are provided for title objections in Paragraph 10(a) above.

10. ENVIRONMENTAL CONDITION OF SUBJECT PREMISES. Seller represents to the best of Seller's knowledge that no hazardous or toxic material, substance, pollutant, contaminant, waste, asbestos or petroleum product has been released into the environment, or deposited, discharged, placed or disposed of at, near or on the Subject Premises. Seller also represents that, to the best of Seller's knowledge, no hazardous substance or hazardous waste, as defined by the Resource Conservation Recovery Act (42 U.S.C. §§6901, et seq.) or the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. §§9601, et seq.), has been generated, manufactured, refined, transported, treated, stored, handled, or disposed of on, at or near the Subject Premises.

11. OTHER TERMS.

- (a) Seller shall be permitted to occupy the Subject Premises for the 2019 crop season and retain the profits therefrom.
- (b) Soil material excavated from the Subject Premises in connection with Buyer's initial construction of the drainage improvements, a part of the Moore's Creek Project, upon the Subject Premises shall be available to Seller. Seller shall have the option to remove the soil material at the direction and supervision of Buyer prior to Buyer's commencement of construction. If not removed by Seller, salvage soil material excavated from the Subject Premises by Buyer shall be deposited and stockpiled in the extreme Northeast corner of the West Half of the Northeast Quarter (W1/2NE1/4) of Section twenty-three (23), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska.
- (c) Upon commencement of construction of Buyer's drainage project upon the Subject Premises Seller shall have the right to transfer the irrigation water rights pertaining to the Subject Premises. Buyer shall cooperate with Seller with respect to the transfer or assignment of water rights.
- (d) No storm water or surface water collected upon that part of Seller's Seller shall be permitted to enter upon the Subject Premises unless Buyer's Public Works Director approves such drainage in writing.

12. **BROKERS' FEES.** The Buyer and Seller represent to each other that neither the Buyer nor the Seller has incurred any liability for brokerage fees or commissions in connection with this transaction. Each party indemnifies and agrees (which indemnification and agreement shall survive Closing) to hold the other party harmless from any and all claims and expenses resulting to the other party by reason of breach of the representation made by such party in this Paragraph. [If no broker involved]
13. **REAL ESTATE TAXES AND ASSESSMENTS.** Seller shall pay all real estate taxes and assessments (if any) for 2018 and prior years. All real estate taxes (if any) for the years 2019 shall be prorated to the date of closing, based on the most recent valuation and mill levies.
14. **RISK OF LOSS.** Risk of loss with respect to the Subject Premises shall be borne by Seller until the Date of Closing and thereafter by Buyer. In the event of material damage to the Subject Premises by fire, explosion or any other cause prior to Closing, Seller shall have Sixty (60) days to repair the Subject Premises or to rescind this Agreement, whereupon Seller shall refund to Buyer the Earnest Money (if any) and any other payments made hereunder.
15. **DEFAULT.** Unless otherwise provided for herein, if Buyer or Seller fails to comply herewith, the other party may exercise remedies as follows:
- (a) **Buyer's Remedies.** In the event Seller defaults on Seller's obligation arising hereunder, Buyer shall be entitled to (i) receive a full refund of the Deposit in lieu of any other remedy which may be available to Buyer at law or in equity, and this Agreement shall be void and of no further force or effect whatsoever upon Buyer's receipt of the Deposit, (ii) seek specific performance of this Agreement, or (c) pursue any remedy which may be available to Buyer at law or in equity.
 - (b) **Seller's Remedies.** In the event Buyer defaults on Buyer's obligation arising hereunder, Seller shall be entitled to: (i) retain the Deposit as liquidated damages in lieu of any remedy which may be available to Seller at law or in equity (in which case, this Agreement shall be void and of no further force or effect); or (ii) pursue any remedy which may be available to Seller at law or in equity.
16. **DIVISION OF EXPENSES FOR THIS TRANSACTION.** The parties agree that the expenses in connection with the sale and purchase of the Subject Premises will be divided as follows: Buyer shall pay all closing costs, buyer's policy title insurance premiums, and recording fees. Each party shall pay its own attorney fees.
17. **BINDING EFFECT.** This Agreement shall be binding upon each of the parties hereto, their legal representatives, heirs, successors and assigns.

18. MODIFICATION. This Agreement constitutes the entire understanding of the parties, and there shall be no verbal or other agreement except as contained herein and except as it may be amended by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, discharge or amendment is sought.
19. SEVERABLE PROVISIONS. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
20. CHOICE OF LAW. This Agreement shall be administered in accordance with the laws of the State of Nebraska.
21. EXECUTION OF ADDITIONAL DOCUMENTS. The parties hereto will at any time, and from time to time after Closing, upon request of the other party, execute, acknowledge, and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of this Agreement, and to transfer and vest title to the Subject Premises, and to protect the right, title and interest in and enjoyment of the Subject Premises assigned, transferred and conveyed to Buyer pursuant to this Agreement; provided, however, this Agreement shall be effective regardless of whether any such additional documents are executed. The parties hereto will also execute all customary documents required by the title insurance company at Closing, including, but not limited to, affidavits and indemnification agreements.
22. TIME OF ESSENCE. Time is of the essence regarding the payments and performances referenced in this Agreement.
23. CONSTRUCTION. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include plural, and vice versa, unless the context requires otherwise.
24. ASSIGNMENT. Except as provided in the paragraph above regarding like-kind exchanges, this Agreement cannot be assigned without the prior written consent of Seller, which Seller can withhold in its sole and absolute discretion.
25. WARRANTIES. The terms and conditions of this Agreement shall survive the Warranty Deed and Closing.
26. ASSIGNMENT AND USE IN TAX FREE EXCHANGE. The property at issue in this transaction is being requisitioned through the governmental exercise of its power to convert property for public use and benefit. Had the Seller not voluntarily agreed to the terms of sale,

a condemnation would have been likely to occur. The Buyer understands that Seller may be using this sale as part of a Tax Free Exchange under the terms of §1033 of the Internal Revenue Code. Buyer agrees to cooperate, at no expense to Buyer, so as to effect the exchange.

The remainder of this page intentionally left blank.

Executed on the dates referenced below.

Seller: ERIC M. POLLOCK

BY *Eric M Pollock* Date: 11-12-19
Eric M. Pollock

SS# or EIN for Seller(s): 508-94-0705

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)



The foregoing instrument was acknowledged before me this 12 day of November 2019, by Eric M. Pollock as Seller.

Shannan K. Franklin
Notary Public

Seller: KENDA D. POLLOCK

BY *Kenda D Pollock* Date: 11-12-19
Kenda D. Pollock

SS# or EIN for Seller(s): 507-98-3735

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)



The foregoing instrument was acknowledged before me this 12 day of November 2019, by Kenda D. Pollock as Seller.

Shannan K. Franklin
Notary Public

Buyer: CITY OF GRAND ISLAND

Roger G. Steele
Roger G. Steele, Mayor

Date: November 26, 2019

[attest]

RaNae Edwards
RaNae Edwards, City Clerk

Stacy R. Donby
Interim City Attorney

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this 26th day of November, 2019, by Roger G. Steele, Mayor, and RaNae Edwards, City Clerk, on behalf of the City of Grand Island as Buyer.



Jill Granere
Notary Public


ATTACHMENT A

A tract of land located in the Northeast Quarter of the Northeast Quarter of Section 23, Township 11 North, Range 10 West of the Sixth P.M., Hall County, Nebraska, being described as follows: beginning at the northeast corner of the Northeast Quarter of said Section 23; thence S01°08'13"E (assumed bearing) on the east line of said Northeast Quarter of the Northeast Quarter, a distance of 954.05 feet; thence S89°28'15"W parallel with and 80.00 feet distant from the north line of a tract of land as described and recorded in instrument number 97-109582, and recorded in the office of the register of deeds for Hall County, Nebraska, a distance of 412.90 feet; thence N01°08'13"W parallel with and 412.90 feet distant from said east line, a distance of 954.00 feet to the north line of said Northeast Quarter of the Northeast Quarter; thence N89°27'48"E on said north line, a distance of 412.90 feet to the point of beginning, containing 9.04 acres, more or less, which includes 1.01 acres, more or less, of currently occupied public road right of way.

RESOLUTION 2019-351

WHEREAS, public right-of-way is required by the City of Grand Island, from Eric M. and Kenda D. Pollock, for construction of Moores Creek Drainage Ditch extension in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
Eric M. and Kenda D. Pollock- Parcel No. 400200929	A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE S01°08'13"E (ASSUMED BEARING) ON THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 954.05 FEET; THENCE S89°28'15"W PARALLEL WITH AND 80.00 FEET DISTANT FROM THE NORTH LINE OF A TRACT OF LAND AS DESCRIBED AND RECORDED IN INSTRUMENT NO. 97-109582, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR HALL COUNTY, NEBRASKA, A DISTANCE OF 412.90 FEET; THENCE N01°08'13"W PARALLEL WITH AND 412.90 FEET DISTANT FROM SAID EAST LINE, A DISTANCE OF 954.00 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE N89°27'48"E ON SAID NORTH LINE, A DISTANCE OF 412.90 FEET TO THE POINT OF BEGINNING, CONTAINING 9.04 ACRES, MORE OR LESS, WHICH INCLUDES 1.01 ACRES, MORE OR LESS, OF CURRENTLY OCCUPIED PUBLIC ROAD RIGHT-OF-WAY.	\$220,825.00
Eric M. and Kenda D. Pollock- Parcel No. 400475308	A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, ALL IN SECTION 23, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE S89°16'47" W (ASSUMED BEARING) ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 23, A DISTANCE OF 34.89 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED AND RECORDED IN INSTRUMENT NO. 201508859, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR HALL COUNTY, NEBRASKA; THENCE N01°04'39"W ON THE WEST LINE OF SAID TRACT OF LAND, A DISTANCE OF 80.00 FEET; THENCE N89°16'47"E PARALLEL WITH AND 80.00 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 34.90 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE N89°16'26"E PARALLEL WITH AND 80.00 FEET DISTANT FROM THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1238.31 FEET TO THE WEST LINE OF A TRACT OF LAND AS DESCRIBED AND RECORDED IN INSTRUMENT NO. 201300044, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR HALL COUNTY, NEBRASKA; THENCE S01°05'45"E ON THE WEST LINE OF SAID TRACT OF LAND, PARALLEL WITH AND 80.00 FEET DISTANT FROM THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 80.00 FEET TO SAID	\$64,075.00

Approved as to Form 
November 25, 2019 City Attorney

SOUTH LINE; THENCE S89°16'26"W ON SAID SOUTH LINE, A DISTANCE OF 1238.34 FEET TO THE POINT OF BEGINNING, CONTAINING 2.33 ACRES, MORE OR LESS.

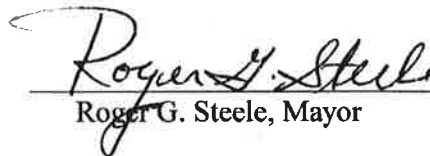
WHEREAS, agreements for the public right-of-way have been reviewed and approved by the City Legal Department; and

WHEREAS, the cost of such acquisition is \$220,825.00 and \$64,075.00, for a total amount of \$284,900.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the agreements for the public right-of-way on the above described tracts of land, in the amounts of \$220,825.00 and \$64,075.00, for a total amount of \$284,900.00.


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

Adopted by the City Council of the City of Grand Island, Nebraska, November 26, 2019.

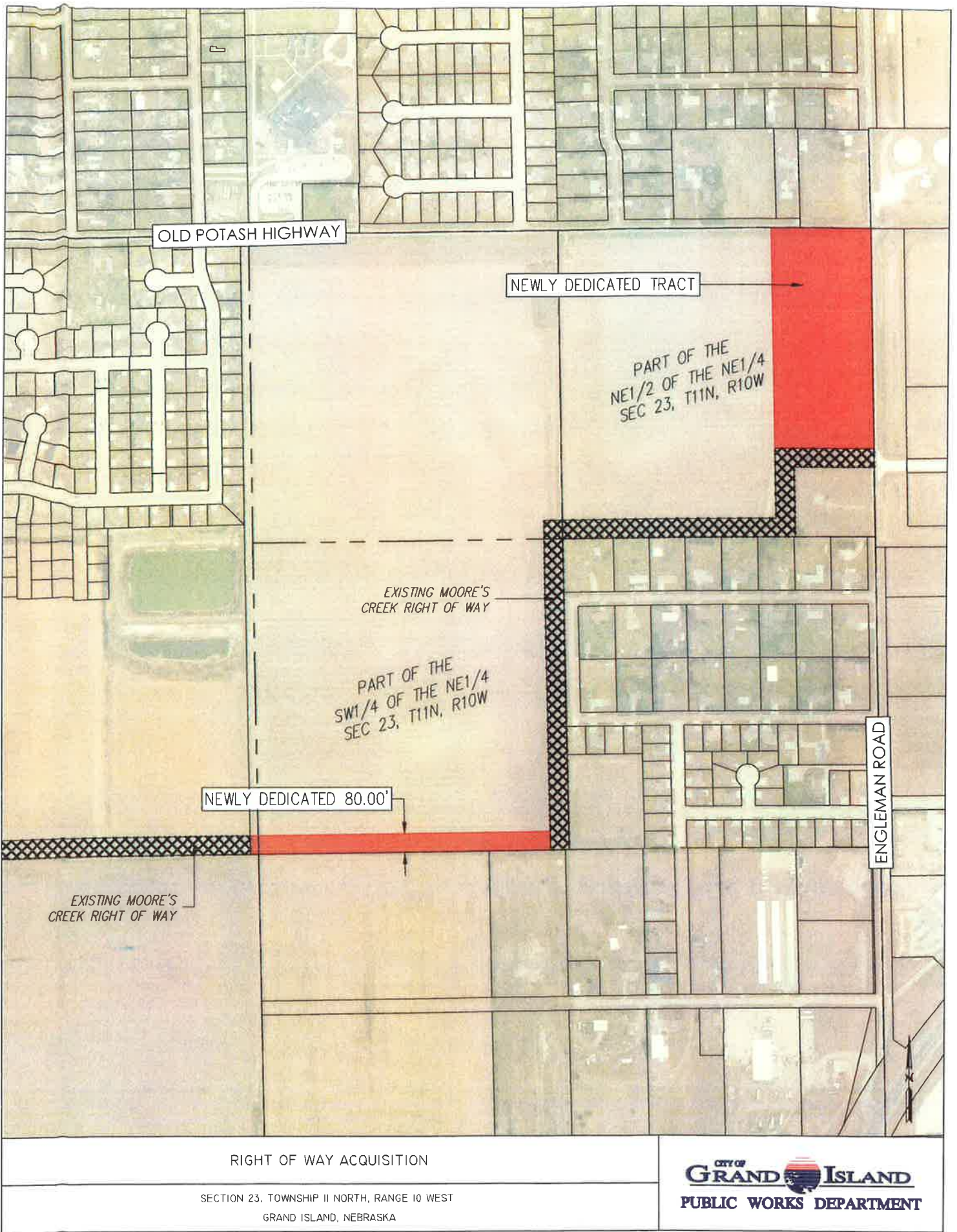


Roger G. Steele, Mayor

Attest:



RaNae Edwards, City Clerk



ENTERED AS INSTRUMENT NO
201400286

348

STATE OF NEBRASKA)
COUNTY OF HALL) SS

2014 JAN 15 PM 3 48

Mitchell Blank
HALL CO. REGISTER OF DEEDS

CASH 34.00

CHECK _____

REFUNDS:

CASH _____

CHECK _____

NEBRASKA DOCUMENTARY
STAMP TAX
Date 1-15-14
\$ Exempt 2 By PG

• THIS SPACE RESERVED FOR REGISTER OF DEEDS •



201400286

Rtn: Public Works
PO Box 1968
Grand Island, NE 68802

WARRANTY DEED

Eric M. Pollock and Kenda D. Pollock, GRANTOR, in consideration of One Dollar, conveys unto **THE CITY OF GRAND ISLAND, NEBRASKA, GRANTEE**, the following described real estate as defined in Nebraska Revised Statutes Section 76-201:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23; THENCE S01°08'02"E (ASSUMED BEARING) ON THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1054.04 FEET; THENCE S89°28'39"W, A DISTANCE OF 33.00 FEET TO THE WEST RIGHT OF WAY LINE OF NORTH ROAD AND THE POINT OF BEGINNING; THENCE S01°08'02"E ON SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 80.00 FEET TO THE NORTH LINE OF A PARCEL OF LAND DESCRIBED AND RECORDED IN DOCUMENT NO. 97-109603; THENCE S89°28'39"W ON SAID NORTH LINE, A DISTANCE OF 299.90 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE S01°08'02"E ON THE WEST LINE OF SAID PARCEL, A DISTANCE OF 300.06 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE S89°22'28"W ON THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 983.45 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE N01°07'43"W ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 80.00 FEET; THENCE N89°22'28"E, PARALLEL WITH AND 80.00 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 903.44 FEET; THENCE N01°08'02"W, PARALLEL WITH AND 80.00 FEET DISTANT FROM THE WEST LINE OF SAID PARCEL, A DISTANCE OF 300.21 FEET; THENCE N89°28'39"E, PARALLEL WITH AND 80.00 FEET DISTANT FROM THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 379.90 FEET TO THE POINT OF BEGINNING, CONTAINING 2.90 ACRES, MORE OR LESS.

Grantor shall not allow any structures, buildings, combustible materials, or other property of any kind whatsoever, to be erected, constructed, placed, stored, or accumulated

in, upon, above, along, over, across, underneath, or through the public right of way herein granted. Grantor covenants with Grantee that Grantor is lawfully seized of such real estate and that the real estate is free from encumbrance, except encumbrances of record; has legal power and lawful authority to convey the real estate; warrants and will defend the title to the real estate against the lawful claims of all persons.

Executed 1-14-14 ²⁰¹⁴~~2013~~

GRANTOR:

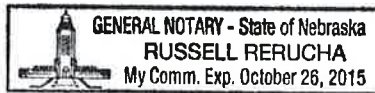
Eric M Pollock
ERIC M. POLLOCK, OWNER

Kenda D Pollock
KENDA D. POLLOCK, OWNER

STATE OF NEBRASKA, COUNTY OF HALL:

The foregoing instrument was acknowledged before me on 1-14-14, 2013 by ERIC M. POLLOCK AND KENDA D. POLLOCK, OWNERS, and affirming that the execution of this instrument is their voluntary act.

Russell Rerucha
Notary Public



RESOLUTION 2013-184

WHEREAS, acquisition of public right-of-way from Eric M. and Kenda D. Pollock was approved by Grand Island City Council on November 13, 2012 for the Moore's Creek Drainway Extension, to construct and maintain such project; and

WHEREAS, a public hearing was held on November 13, 2012, for the purpose of discussing such public right-of-way acquisition; and

WHEREAS, the original legal description inadvertently included 33' of the existing public right-of-way; and

WHEREAS, the correct legal description for the acquired public right-of-way is as follows:

Tract 2 – Eric M & Kenda D Pollock - 2.9 Acres @ \$15,000/acre = \$43,500.00

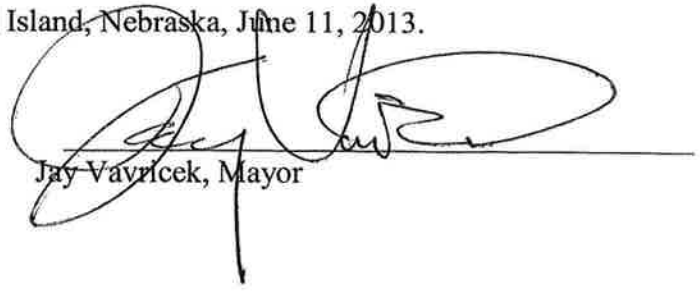
A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23; THENCE S01°08'02"E (ASSUMED BEARING) ON THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1054.04 FEET; THENCE S89°28'39"W, A DISTANCE OF 33.00 FEET TO THE WEST RIGHT OF WAY LINE OF NORTH ROAD AND THE POINT OF BEGINNING; THENCE S01°08'02"E ON SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 80.00 FEET TO THE NORTH LINE OF A PARCEL OF LAND DESCRIBED AND RECORDED IN DOCUMENT NO. 97-109603; THENCE S89°28'39"W ON SAID NORTH LINE, A DISTANCE OF 299.90 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE S01°08'02"E ON THE WEST LINE OF SAID PARCEL, A DISTANCE OF 300.06 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE S89°22'28"W ON THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 983.45 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE N01°07'43"W ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 80.00 FEET; THENCE N89°22'28"E, PARALLEL WITH AND 80.00 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 903.44 FEET; THENCE N01°08'02"W, PARALLEL WITH AND 80.00 FEET DISTANT FROM THE WEST LINE OF SAID PARCEL, A DISTANCE OF 300.21 FEET; THENCE N89°28'39"E, PARALLEL WITH AND 80.00 FEET DISTANT FROM THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 379.90 FEET TO THE POINT OF BEGINNING, CONTAINING 2.90 ACRES, MORE OR LESS.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to correct the legal description for the previously acquired public right-of-way from Eric M. and Kenda D. Pollock, on the above-described tracts of land.

Approved as to Form
June 10, 2013


City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, June 11, 2013.



Jay Vavricek, Mayor

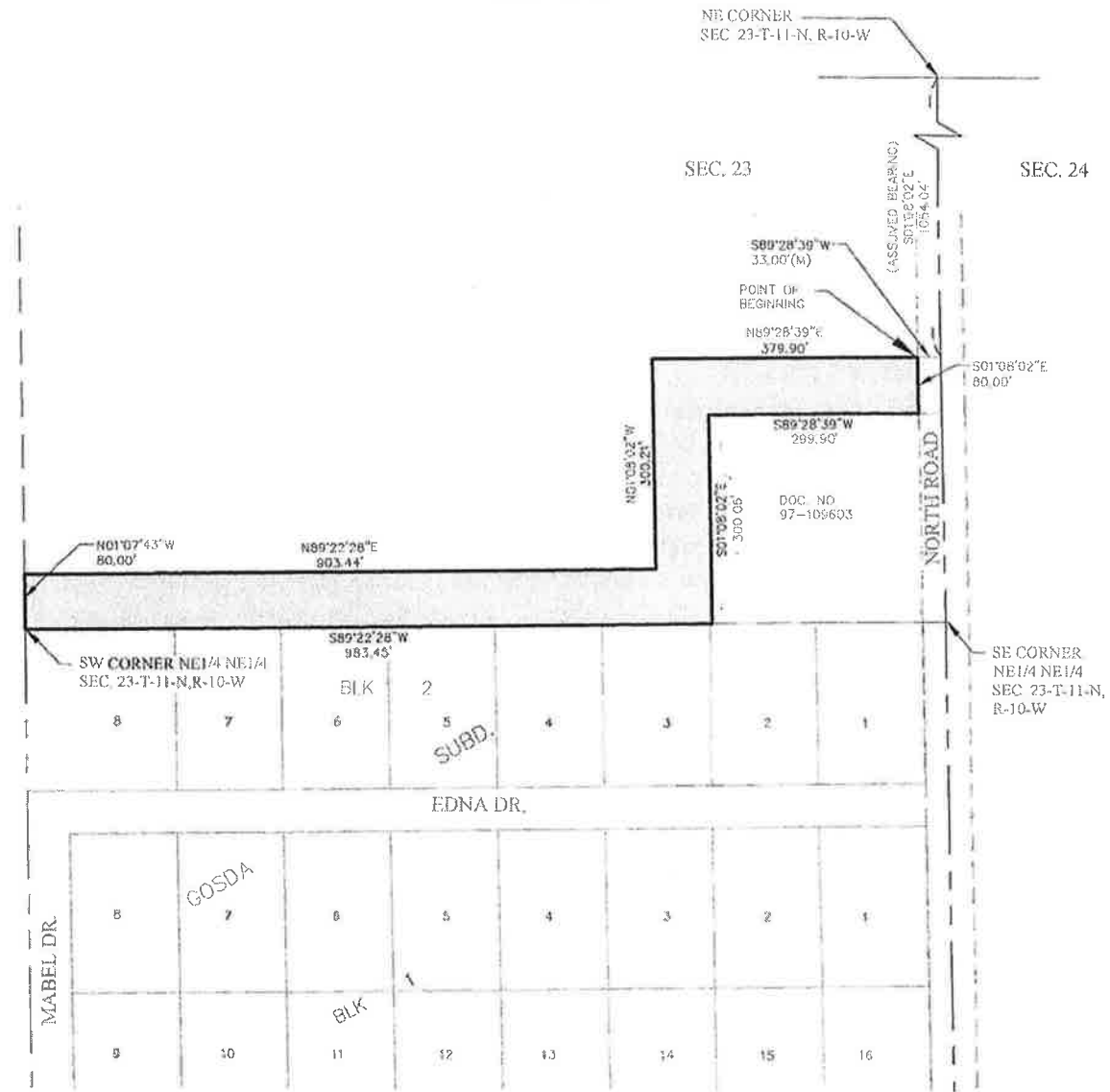
Attest:



RaNae Edwards, City Clerk

EXHIBIT TRACT 2

201400286



VICINITY SKETCH

HALL COUNTY
NEBRASKA
R10W



NOTE: ALL BEARINGS ARE ASSUMED.

LEGEND

- MONUMENT FOUND
- MONUMENT SET
- CALCULATED POINT
- D DEFOED DISTANCE
- G GOVERNMENT DISTANCE
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- R RECORDED DISTANCE



JED CONSULTING GROUP, INC.
800.723.8567

OFFICES
Wahon, NE 402.443.4661
Hastings, NE 402.462.5657
Lincoln, NE 402.435.9290
Nebraska City, NE 402.873.6766
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Omaha, NE 402.994.3690
Carroll, IA 712.792.9711
South Sioux City, NE 402.494.7019
Ankeny, IA 515.964.5310
www.jed.com

DATE	5/28/2013
SCALE	1"=200'
DRAWN	KSL
JOB NO.	R121267
FIELD BOOK	
FIELD RECORDED	EKG
SHEET	1 OF 1
FILE NO.	

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23; THENCE S01°08'02"E (ASSUMED BEARING) ON THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1054.04 FEET; THENCE S89°28'39"W, A DISTANCE OF 33.00 FEET TO THE WEST RIGHT OF WAY LINE OF NORTH ROAD AND THE POINT OF BEGINNING; THENCE S01°08'02"E ON SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 80.00 FEET TO THE NORTH LINE OF A PARCEL OF LAND DESCRIBED AND RECORDED IN DOCUMENT NO. 97-109603; THENCE S89°28'39"W ON SAID NORTH LINE, A DISTANCE OF 299.90 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE S01°08'02"E ON THE WEST LINE OF SAID PARCEL, A DISTANCE OF 300.05 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE S89°22'28"W ON THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 983.45 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE N01°07'43"W ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 80.00 FEET; THENCE N89°22'28"E, PARALLEL WITH AND 80.00 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 903.44 FEET; THENCE N01°08'02"W, PARALLEL WITH AND 80.00 FEET DISTANT FROM THE WEST LINE OF SAID PARCEL, A DISTANCE OF 300.21 FEET; THENCE N89°28'39"E, PARALLEL WITH AND 80.00 FEET DISTANT FROM THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 379.90 FEET TO THE POINT OF BEGINNING, CONTAINING 2.90 ACRES, MORE OR LESS.

P:\Surveying\121267.DWG - Grand Island Moiras Creek Survey\7 Drawings\5-121267.dwg on 5/28/2013 2:03 PM



Real Estate Transfer Statement

FORM 521

To be filed with the Register of Deeds. Read instructions on reverse side.

The deed will not be recorded unless this statement is signed and items 1-25 are accurately completed.

1 County Name, 2 County Number, 3 Date of Sale, 4 Date of Deed, 5 Grantor's Name, Address, and Telephone (Please Print), 6 Grantee's Name, Address, and Telephone (Please Print)

7 Property Classification Number. Check one box in categories A and B. Check C if property is also a mobile home.

8 Type of Deed, 9 Was the property purchased as part of an IRS like-kind exchange?

10 Type of Transfer

11 Was ownership transferred in full? (If No, explain the division.) 12 Was real estate purchased for same use? (If No, state the intended use.)

13 Was the transfer between relatives, or if to a trustee, are the trustor and beneficiary relatives? (If Yes, check the appropriate box.)

14 What is the current market value of the real property? 15 Was the mortgage assumed? (If Yes, state the amount and interest rate.)

16 Does this conveyance divide a current parcel of land? 17 Was transfer through a real estate agent? (If Yes, include the name of the agent.)

18 Address of Property 19 Name and Address of Person to Whom the Tax Statement Should be Sent

20 Legal Description

21 If agricultural, list total number of acres

Table with 2 columns: Item Number, Amount. Rows 22-24 showing purchase price, nonreal property, and adjusted purchase price.

25 If this transfer is exempt from the documentary stamp tax, list the exemption number

Under penalties of law, I declare that I have examined this statement and that it is, to the best of my knowledge and belief, true, complete, and correct, and that I am duly authorized to sign this statement. Terry A. Brown, Asst. Public Works Director

Register of Deeds' Use Only. 26 Date Deed Recorded, 27 Value of Stamp or Exempt Number, 28 Deed Book, 29 Deed Page

COPY

201400286

Eric M & Kenda D Pollock –
Legal Description....

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23; THENCE S01°08'02"E (ASSUMED BEARING) ON THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1054.04 FEET; THENCE S89°28'39"W, A DISTANCE OF 33.00 FEET TO THE WEST RIGHT OF WAY LINE OF NORTH ROAD AND THE POINT OF BEGINNING; THENCE S01°08'02"E ON SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 80.00 FEET TO THE NORTH LINE OF A PARCEL OF LAND DESCRIBED AND RECORDED IN DOCUMENT NO. 97-109603; THENCE S89°28'39"W ON SAID NORTH LINE, A DISTANCE OF 299.90 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE S01°08'02"E ON THE WEST LINE OF SAID PARCEL, A DISTANCE OF 300.06 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE S89°22'28"W ON THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 983.45 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE N01°07'43"W ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 80.00 FEET; THENCE N89°22'28"E, PARALLEL WITH AND 80.00 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 903.44 FEET; THENCE N01°08'02"W, PARALLEL WITH AND 80.00 FEET DISTANT FROM THE WEST LINE OF SAID PARCEL, A DISTANCE OF 300.21 FEET; THENCE N89°28'39"E, PARALLEL WITH AND 80.00 FEET DISTANT FROM THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 379.90 FEET TO THE POINT OF BEGINNING, CONTAINING 2.90 ACRES, MORE OR LESS.

RESOLUTION 2022-141

WHEREAS, over the past several years Public Works Engineering staff has been working on land acquisitions related to the Moore’s Creek drainage improvements, which will extend drainage to the southwest, serve current areas, as well as the proposed US Highway 30 realignment project; and

WHEREAS, during property negotiations for the necessary land, and subsequent executed Purchase Agreements the seller retained the right to transfer the irrigation water rights pertaining to the subject property, shown below; and

Parcel No. 400201001	Resolution No. 2019-351
Parcel No. 400200933	Resolution No. 2013-184
Parcel No. 400475310	Resolution No. 2019-351

WHEREAS, City Council approval is required for such transfer to take place.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the transfer of water irrigation rights on the parcels listed above is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute the necessary Central Platte Natural Resources District document on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	by _____
May 23, 2022	City Attorney