



City of Grand Island

Tuesday, June 11, 2013

Council Session

Item G-17

**#2013-183 - Approving City's Consent to Easement Granted by
Fonner Park to Nebraska State Fair Board**

Staff Contact: Robert Sivick

Council Agenda Memo

From: Robert J. Sivick, City Attorney

Meeting: June 11, 2013

Subject: Approval of City's Consent to Easement Granted by Fonner Park to Nebraska State Fair Board

Item #'s: G-17

Presenter(s): Robert J. Sivick, City Attorney

Background

Since 2010 the Nebraska State Fair has been located in Grand Island. The Nebraska State Fair Board (Fair Board) leases real estate from the Hall County Livestock Improvement Association (Fonner Park), for the physical location of the State Fair. Recently the Fair Board has begun construction on a multi-use building to be located on the State Fair grounds leased from Fonner Park. This building will be generally located to the South of the Field House and East of Fire Station 1 and Island Oasis. The City of Grand Island (City) also leases real estate from Fonner Park.

Discussion

In order for the Fair Board to have access to its new building and for utilities to be installed to service the building, it will need an easement over part of the real estate the City leases from Fonner Park.

Alternatives

It appears 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

The City Administration recommends the Council approve Resolution 2013-183 which authorizes the Mayor to sign on behalf of the City, the Easement Agreement granting the City's consent to the easement granted by Fonner Park to the Fair Board.

Sample Motion

Move to approve Resolution 2013-183 which authorizes the Mayor to sign the Easement Agreement between Fonner Park and the Fair Board.

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this "Agreement") is entered into effective as of the 15th day of April, 2013 (the "Effective Date"), by and between HALL COUNTY LIVESTOCK IMPROVEMENT ASSOCIATION, a Nebraska nonprofit corporation ("Grantor") and NEBRASKA STATE FAIR BOARD f/k/a the Nebraska State Board of Agriculture, a private corporation established under the authority Neb. Rev. Stat. § 2-101 and an instrumentality serving the State of Nebraska and its citizens under the terms provided for in Neb. Rev. Stat. Article 1 of Chapter 2 ("Grantee").

WHEREAS, Grantor owns that certain real property situated in Hall County, State of Nebraska, and legally described as set forth on Exhibit "A" attached hereto and incorporated herein by this reference (the "Grantor's Property");

WHEREAS, Grantor has leased to the City of Grand Island, Nebraska, a municipal corporation (the "City"), and Wells Fargo Brokerage Services, L.L.C., that part of Grantor's Property as set forth on Exhibit "B" attached hereto and incorporated herein by this reference ("City's Leased Property");

WHEREAS, Grantor has leased to Grantee that part of Grantor's Property as set forth on Exhibit "C" attached hereto and incorporated herein by this reference ("Grantee's Leased Property") pursuant to a Ground Lease Agreement dated on or about the date hereof; and

WHEREAS, Grantee desires to acquire and Grantor desires to grant certain easement rights in Grantor's Property.

NOW THEREFORE, in consideration of the above premises and of the covenants herein contained, and for \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Grantor and Grantee hereby agree as follows:

- 1. Grant of Easement.** For good and valuable consideration, Grantor grants to Grantee and Grantee's employees, agents, contractors, invitees, licensees and tenants a perpetual

00527896

easement over and across that part of the City's Leased Property (the "North Easement Area"), and that part of the Grantor's Property (the "South Easement Area"), all as shown and designated on Exhibit "D" attached hereto and incorporated herein by this reference and over, under and across Grantor's Property as reasonably required for access to public and private utilities, including but not limited to water, sewer, electrical and telephone (the "Utilities Area") (together, the South Easement Area and the North Easement Area may be referred to herein as the "Easement Area"), and on the terms and conditions set forth in this Agreement (the "Easement").

2. **Description of Access Easement.** The easement granted in this Agreement over and across the Easement Area is for purposes of continuous year-round, non-exclusive, unimpaired vehicular and pedestrian ingress and egress along existing roads, driveways and sidewalks, and for purposes of the laying pavement for roads and driveway on the Easement Area by Grantee (the "Work"). From the date hereof until Grantee has completed the Work, the Easement Area shall be extended one hundred (100) feet in all directions for purposes of allowing Grantee, its employees, agents, contractors, invitees, licensees and tenants to complete the Work. In the event of the termination of this Agreement as provided herein, Grantee shall have no obligation to remove such paving or any other improvements or additions made by Grantee to the Easement Area and the same shall vest and become the sole property of Grantor. Grantor hereby covenants and agrees that the location of roads, driveways and sidewalks in the Easement Area existing as of the Effective Date or constructed by Grantee as part of the Work shall not be altered without the prior written consent of Grantee.
3. **Description of Utilities Easement.** The easement granted in this Agreement over, under and across the Utilities Area is for purposes of accessing, installing and supplying utilities to the Grantee's Leased Premises (the "Facilities"). The grant of easement herein contained shall include the right of Grantee, its employees, agents, contractors, invitees, licensees and tenants to enter upon the Grantor's Property and to survey, construct, maintain, repair, replace, operate, control, and use the Facilities, so long as such use by Grantee does not substantially interfere with Grantor's use of Grantor's Property. Grantee shall restore the Utilities Area as far and as soon as is possible to its pre-existing condition at Grantee's sole cost and expense.
4. **Maintenance.** Grantor, at its sole cost and expense, shall be responsible for the commercially reasonable maintenance, repair, replacement, snow removal, taxes and insurance for the Easement Area and Grantor's Property, including any roads, driveways, sidewalks, fences and gates existing or to be located thereon.
5. **Access Points; Obstructions.** The openings and access points to the Easement Area shall in no event be blocked, closed, altered, changed or removed and shall at all times remain in place without the prior written consent of Grantee. Neither Grantor nor its tenants or occupants of any portion of the Grantor's Property, nor the respective employees, agents, contractors, invitees, licensees or tenants of Grantor or those of Grantor's tenants or occupants, shall interfere with the reasonable use of the Easement. No barricade, fence or other like obstruction or improvement shall be erected or

00527896

maintained on the Easement Area so as to impair the free flow of vehicular traffic thereon; provided, however, this restriction shall not apply to the existing gate between the North Easement Area and E. Fonner Park Road so long as Grantor provides Grantee and its employees, agents, contractors, invitees, licensees and tenants, reasonable means by which to open and close such gate.

6. **Covenants to Run with Land.** It is intended that the easements, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited and burdened hereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit and burden of the respective parties and their successors, assigns, heirs, and personal representatives.
7. **Indemnification.** Grantee shall indemnify and hold Grantor harmless from and against all claims, liabilities, and expenses relating to accidents, injuries, loss, or damage to any person or property arising from or in any manner relating to the use by Grantee of the Easement except as may result from the negligence or intentional misconduct of Grantor, its employees, agents, contractors, invitees, licensees and tenants.
8. **Not a Public Easement.** Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Grantor's Property or Grantee's Leased Property.
9. **Waiver and Consent.** By their signatures to the "Waiver and Consent" attached hereto, each of the undersigned, on behalf of themselves and their successors and assigns, hereby consents to this Easement on the North Easement Area and waives any rights it may have with respect to the City's Leased Property inconsistent with the rights of Grantee as set forth herein.
10. **Merger.** There shall be no merger of this Agreement or of the Easement hereby created with the fee estate in the Grantor's Property, the leasehold interest in the City's Leased Property, or any part thereof by reason of the fact that the same person, firm, corporation, or other legal entity may acquire or hold, directly or indirectly, this Easement or any the leasehold estate and the fee estate in the Grantor's Property or any interest in such fee estate without the prior written consent of Grantee.
11. **Entire Agreement.** This Agreement constitutes the entire agreement between Grantor and Grantee relating to the subject matter hereof. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to or termination of this Agreement shall be of no force and effect unless it is in writing and signed by Grantor and Grantee.
12. **Binding Effect.** This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantor and Grantee including all successor owners of the Grantor's Property and Grantee's Leased Property. Any party may file this instrument in the public record.

[Signature Page and Waiver and Consent Follows.]

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IN WITNESS WHEREOF, The parties hereto have executed this Agreement effective as the 15th day of April, 2013.

"GRANTOR"

HALL COUNTY LIVESTOCK IMPROVEMENT ASSOCIATION, a Nebraska nonprofit corporation

By: Hugh Miner, Jr.

Name: Hugh Miner, Jr.

Title: Exec. V.P./CEO

Hall County Livestock Improvement Assn.

"GRANTEE"

NEBRASKA STATE FAIR BOARD

By: Joseph McDermott

Name: Joseph McDermott

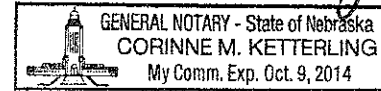
Title: Executive Director
Nebraska State Fair Board

STATE OF NEBRASKA)
COUNTY OF Hall) ss.

The foregoing instrument was acknowledged before me on this 10 day of May, 2013, by Hugh Miner Jr. Exec VP, CEO of Hall County Livestock Improvement Association, a Nebraska nonprofit corporation, on behalf of the corporation.

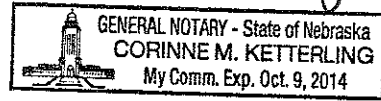
Corinne M. Ketterling
Notary Public

STATE OF NEBRASKA)
COUNTY OF Hall) ss.



The foregoing instrument was acknowledged before me on this 10 day of May, 2013, by Joseph McDermott, Executive Director of the Nebraska State Fair Board, a private corporation established under the authority Neb. Rev. Stat. § 2-101, on behalf of the corporation.

Corinne M. Ketterling
Notary Public



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Waiver and Consent:

The undersigned, on behalf of itself and its successors and assigns, hereby executes this Agreement for the sole purpose of expressing its consent to this Agreement, including but not limited to the Easement on the North Easement Area and its waiver of any rights it may have with respect to the City's Leased Property inconsistent with the rights of Grantee as set forth herein.

"CITY"

CITY OF GRAND ISLAND, NEBRASKA,
a municipal corporation

By: _____
_____, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2013, by _____, Mayor the City of Grand Island, Nebraska, a municipal corporation, on behalf of the corporation.

Notary Public

00527896

Waiver and Consent:

The undersigned, on behalf of itself and its successors and assigns, hereby executes this Agreement for the sole purpose of expressing its consent to this Agreement, including but not limited to the Easement on the North Easement Area and its waiver of any rights it may have with respect to the City's Leased Property inconsistent with the rights of Grantee as set forth herein.

"WELLS FARGO"

WELLS FARGO BROKERAGE SERVICES, L.L.C.,

By: _____

Name: _____

Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2013, by _____, _____ of Wells Fargo Brokerage Services, L.L.C., on behalf of the company.

Notary Public

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EXHIBIT "A"

Legal Description of Grantor's Property

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Parcel 2:

The West Half of the Southeast Quarter (W1/2 SE1/4) of Section Twenty-two (22), in Township Eleven (11) North, Range Nine (9) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska; except those portions thereof conveyed to the City of Grand Island, Nebraska, for road, street, and right-of-way purposes; and except that portion thereof now a part of Lot 1, Heartland Event Center First Subdivision to the City of Grand Island, Hall County, Nebraska.

Parcel 3:

A tract of land comprising a part of the West Half of the Southwest Quarter (W1/2 SW1/4) of Section Twenty-two (22), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows: Beginning at the southeast corner of said West 1/2 of the Southwest 1/4; thence westerly along the south line of said Section 22, a distance of 459.23 feet to the southeast corner of Fonner Second Subdivision; thence deflecting right 96° 16' 30" and running northeasterly along the easterly line of said Fonner Second Subdivision a distance of 241.34 feet; thence deflecting left 06° 45' 34" and running northerly along the easterly line of said Fonner Second Subdivision a distance of 1239.28 feet to the northeast corner of said Fonner Second Subdivision; thence deflecting left 89° 31' 32" and running westerly along the northerly line of said Fonner Second Subdivision, a distance of 849.37 feet to the northwest corner of Lot 1, Fonner Second Subdivision; thence northerly along the east line of Locust Street, a distance of 86.03 feet; thence deflecting right 90° 46' 13" and running easterly, a distance of 4.5 feet; thence deflecting left 90° 46' 13" and running northerly, a distance of 6.0 feet; thence deflecting left 89° 13' 47" and running westerly a distance of 4.5 feet to the east line of said Locust Street; thence northerly along said east line of Locust Street, a distance of 225.75 feet to the south line of Janisch Subdivision; thence easterly along the south line of said Janisch Subdivision, a distance of 319.67 feet to the southeast corner of said Janisch Subdivision; thence northerly along the east line of said Janisch Subdivision, a distance of 320.38 feet to the northeast corner of said Janisch Subdivision; thence easterly along the south line of Fonner Third Subdivision, a distance of 299.53 feet to the southeast corner of said Fonner Third Subdivision; thence northerly along the east line of said Fonner Third Subdivision, a distance of 440.04 feet to the northeast corner of said Fonner Third Subdivision; thence easterly along the south right-of-way line of Fonner Park Road, a distance of 661.08 feet to the east line of said West 1/2 of the Southwest 1/4; thence southerly along the East line of said West 1/2 of the Southwest 1/4, thence Southerly along the East line of said West 1/2 of the Southwest 1/4 a distance of 2550.5 feet to the Place of Beginning; containing 37.727 acres more or less; except that portion conveyed to the City of Grand Island in Quit Claim Deed recorded as Inst .No. 92-101566 and those portions thereof conveyed to the City of Grand Island, Nebraska, for road, street, and right-of-way purposes.

Parcel 4:

The Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of Section Twenty-two (22), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., in Hall County, Nebraska; except the South Ninety-three (93) feet thereof conveyed to the City of Grand Island, Nebraska, for road, street, and right-of-way purposes.

Parcel 5:

That part of the Fractional East Half of the Southeast Quarter (E1/2 SE1/4) of Section Twenty-two (22), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows: Beginning at a point on the east and west half section line of said Section Twenty-two (22), 40 feet west of the east quarter corner of said Section Twenty-two (22); thence south and parallel to the east section line of said Section a distance of 2,108 feet; thence in a southwesterly direction at an angle of 65 13' to the right a distance of 1,100 feet to a point 40 feet north of the south section line of said Section; thence west and parallel to the south section line of said section a distance of 297 feet; thence north on the west line of the East Half of the Southeast Quarter (E1/2 SE1/4), a distance of 2,600 feet; thence east on the half section line a distance of 1,280 feet to the point of beginning; except those portions thereof conveyed to the City of Grand Island, Nebraska, for road, street, and right-of-way purposes.

Parcel 7:

The Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-two (22), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska; except those portions thereof conveyed to the City of Grand Island, Nebraska, for road, street, and right-of-way purposes; and except that portion thereof previously conveyed to the City of Grand Island, Nebraska, in Corporation Quitclaim Deed recorded as Inst. No. 2005-07324 in the office of the Register of Deeds of Hall County, Nebraska.

EXHIBIT "B"

Legal Description City's Leased Property

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That real estate located in the City of Grand Island, Hall County, Nebraska, which is described as follows:

A tract of land comprising a part of the Northeast Quarter of the Southwest Quarter (NE1/4SW1/4), of Section Twenty Two (22), Township Eleven (11) North, Range Nine (9) West of the 6th. P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Beginning at the northeast corner of said Northeast Quarter of the Southwest Quarter (NE1/4SW1/4); thence running southerly on the east line of said Northeast Quarter of the Southwest Quarter (NE1/4SW1/4), on an Assumed Bearing of S00°00'32"W, a distance of Eighty (80.00) feet, to a point on the southerly right of way line of Fonner Park Road, and to the ACTUAL point of beginning; thence continuing S00°00'32"W, on the east line of said Northeast Quarter of the Southwest Quarter (NE1/4SW1/4), a distance of Three Hundred Seventy (370.00) feet; thence running N89°12'51"W, a distance of Two Hundred Twenty Five (225.00) feet; thence running N00°00'32"E, a distance of Ninety (90.00) feet; thence running N89°12'51"W, a distance of Five Hundred Seventy Five and Seventy Four Hundredths (575.74) feet; thence running N00°00'26"W, a distance of Two Hundred Seventy Nine and Sixty Hundredths (279.60) feet, to a point on the southerly right of way line of Fonner Park Road; thence running S89°14'35"E on the southerly right of way line of Fonner Park Road, a distance of Eight Hundred and Eighty One Hundredths (800.81) feet, to the ACTUAL point of beginning and containing 5.608 acres more or less.

EXHIBIT "C"

Legal Description of Grantee's Leased Property

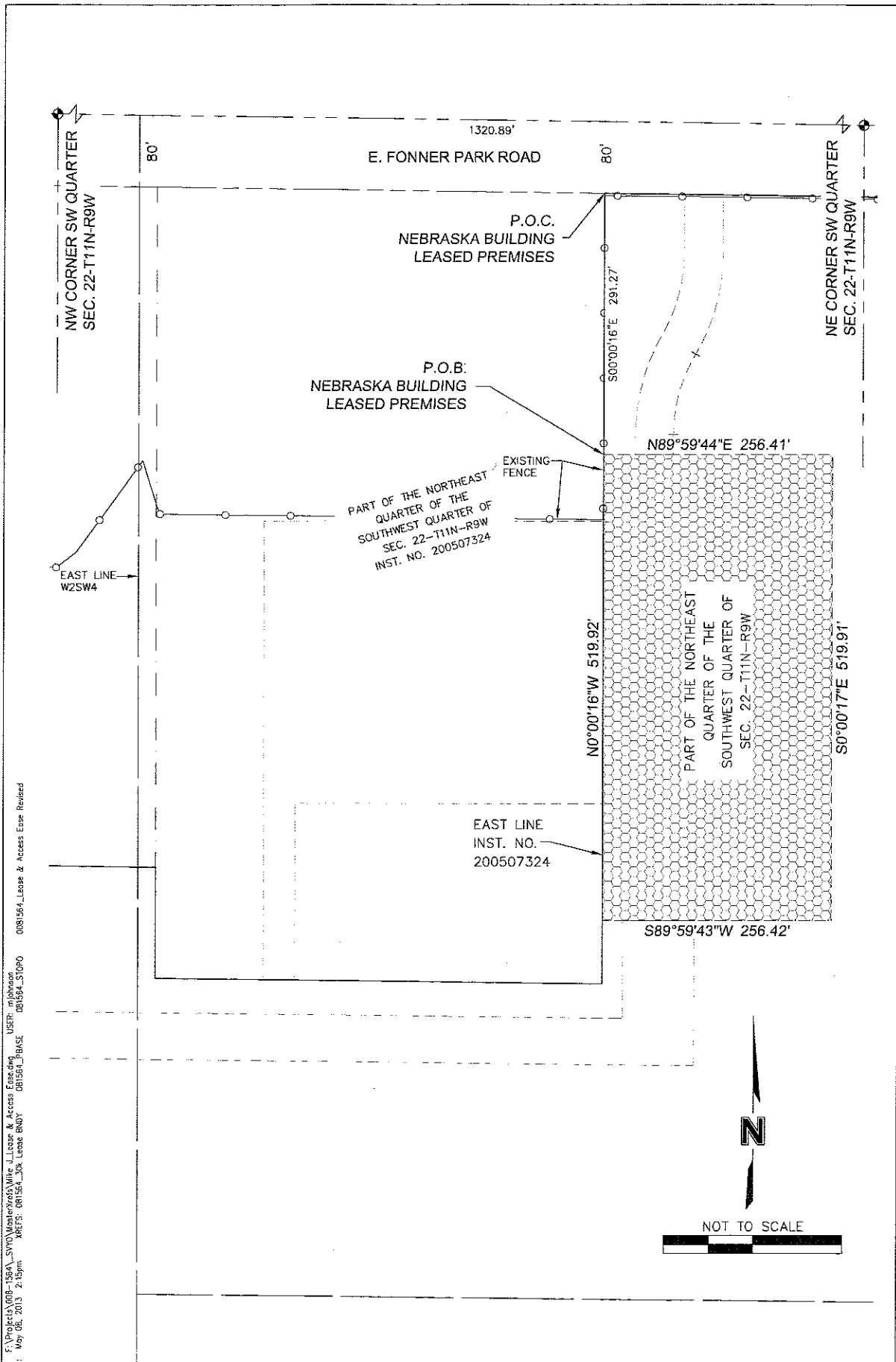
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NEBRASKA BUILDING LEASED PREMISES

A LEGAL DESCRIPTION FOR A PARCEL OF LAND COMPOSED OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 11, RANGE 9 WEST, OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF A PARCEL OF LAND AS DESCRIBED IN INST. NO. 2005-07324, RECORDS OF HALL COUNTY; THENCE, SOUTH, ON THE EAST LINE OF SAID PARCEL OF LAND ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 00 MINUTES 16 SECONDS EAST, A DISTANCE OF 291.27 FEET TO **THE TRUE POINT OF BEGINNING**; THENCE NORTH 89 DEGREES 59 MINUTES 44 SECONDS EAST, A DISTANCE OF 256.41 FEET TO A POINT; THENCE SOUTH 00 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 519.91 FEET TO A POINT; THENCE SOUTH 89 DEGREES 59 MINUTES 43 SECONDS WEST, A DISTANCE OF 256.42 FEET TO A POINT ON THE EAST LINE OF A PARCEL OF LAND AS DESCRIBED IN INST. NO. 2005-07324, RECORDS OF HALL COUNTY; THENCE NORTH 00 DEGREES 00 MINUTES 16 SECONDS WEST ON THE EAST LINE OF SAID PARCEL OF LAND, A DISTANCE OF 519.92 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 133,314.38 SQUARE FEET OR 3.06 ACRES, MORE OR LESS.

Wednesday, May 08, 2013
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DWG: F:\Projects\008-1564\SYN\Master\Drawings\Lease & Access Easement.dwg
 DATE: May 08, 2013 2:15pm
 USER: mjohnson
 DB1564_BASE
 DB1564_LEASE & ACCESS EASE REVISD
 DB1564_STOP

PROJECT NO: 2008-1564
 DRAWN BY: MRJ
 DATE: 04/25/2013

**NEBRASKA BUILDING
 LEASED PREMISES**

MOLSSON
 ASSOCIATES

1111 Lincoln Mall, Suite 111
 P.O. Box 84608
 Lincoln, NE 68501-4008
 TEL: 402.474.6311
 FAX: 402.474.5150

EXHIBIT
 1

EXHIBIT “D”

Easement Area

[To Be Attached.]

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MUTUAL ACCESS AGREEMENT

A LEGAL DESCRIPTION FOR A PARCEL OF LAND COMPOSED OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 11, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET AS DESCRIBED IN INST. NO. 2003-16338, RECORDS OF HALL COUNTY, SAID POINT BEING ON THE SOUTH LINE OF LOT 1, BROWNELL SUBDIVISION; THENCE, SOUTHERLY, ON THE EAST LINE OF SAID RIGHT OF WAY, ON AN ASSUMED BEARING OF S00°06'08"E, A DISTANCE OF 164.30' TO **THE TRUE POINT OF BEGINNING**; THENCE S89°21'36"E, A DISTANCE OF 1,818.11' TO A POINT; THENCE N00°03'41"E, A DISTANCE OF 109.09' TO A POINT; THENCE N89°59'43"E, A DISTANCE OF 80.32' TO A POINT; THENCE S00°11'50"W, A DISTANCE OF 161.99' TO A POINT; THENCE N89°21'36"W, A DISTANCE OF 1,897.90' TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE N00°06'08"W, ON THE EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 52.00' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 107,481.88 SQUARE FEET OR 2.47 ACRES, MORE OR LESS.

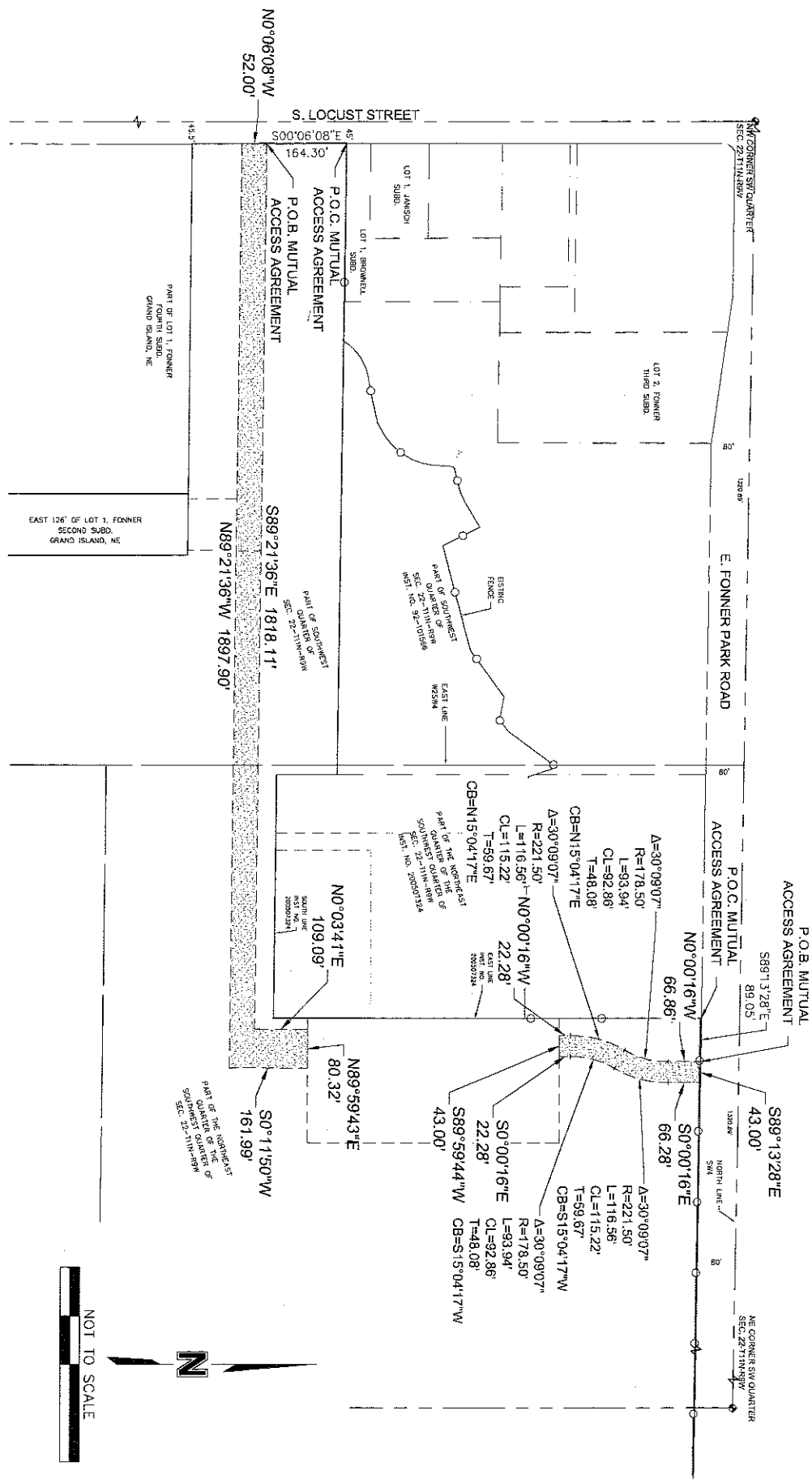
TOGETHER WITH:

A LEGAL DESCRIPTION FOR A PARCEL OF LAND COMPOSED OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 11, RANGE 9 WEST, OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF A PARCEL OF LAND AS DESCRIBED IN INST. NO. 2005-07324, RECORDS OF HALL COUNTY, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF FONNER PARK ROAD; THENCE EASTERLY ON THE SOUTH LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 80.00' SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22 ON AN ASSUMED BEARING OF S89°13'28"E, A DISTANCE OF 89.05' TO **THE TRUE POINT OF BEGINNING**; THENCE CONTINUING S89°13'28"E ON SAID LINE, A DISTANCE OF 43.00' TO A POINT; THENCE S00°00'16"E, A DISTANCE OF 66.28' TO A POINT OF CURVATURE OF A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 30°09'07", A RADIUS OF 221.50', AN ARC LENGTH OF 116.56', A CHORD LENGTH OF 115.22', A TANGENT LENGTH OF 59.67', AND A CHORD BEARING OF S15°04'17"W, TO A POINT OF REVERSE CURVATURE OF A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 30°09'07", A RADIUS OF 178.50', AN ARC LENGTH OF 93.94', A CHORD LENGTH OF 92.86', A TANGENT LENGTH OF 48.08', AND A CHORD BEARING OF S15°04'17"W TO A POINT; THENCE S00°00'16"E, A DISTANCE OF 22.28' TO A POINT; THENCE S89°59'44"W, A DISTANCE OF 43.00' TO A POINT; THENCE N00°00'16"W, A DISTANCE OF 22.28' TO A POINT OF CURVATURE OF A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 30°09'07", A RADIUS OF 221.50', AN ARC LENGTH OF 116.56', A CHORD LENGTH OF 115.22', A TANGENT LENGTH OF 59.67', AND A CHORD BEARING OF N15°04'17"E, TO A

POINT OF REVERSE CURVATURE OF A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF $30^{\circ}09'07''$, A RADIUS OF 178.50', AN ARC LENGTH OF 93.94', A CHORD LENGTH OF 92.86', A TANGENT LENGTH OF 48.08', AND A CHORD BEARING OF $N15^{\circ}04'17''E$ TO A POINT; THENCE $N00^{\circ}00'16''W$, A DISTANCE OF 66.86' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 12,872.00 SQUARE FEET OR 0.30 ACRES, MORE OR LESS.

Wednesday, May 08, 2013
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RESOLUTION 2013-183

WHEREAS, the Nebraska State Fair Board (Fair Board) leases real estate from the Hall County Livestock Improvement Association (Fonner Park) for the location of the Nebraska State Fair; and

WHEREAS, the City of Grand Island (City) also leases real estate from Fonner Park; and

WHEREAS, the Fair Board is building a new multi-use building on part of the real estate it leases from Fonner Park; and

WHEREAS, in order for the Fair Board to have access to its new building and for utilities to be installed to service that building, it will need an easement over part of the real estate the City leases from the Fonner Park.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to sign on behalf of the City the Easement Agreement between Fonner Park and the Fair Board granting the City's consent to the easement granted by Fonner Park to the Fair Board.

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 7, 2013	☐ City Attorney