



City of Grand Island

Tuesday, August 13, 2013

Council Session

Item G-16

**#2013-264 - Approving Acquisition of Public Right-of-Way,
Permanent Easements and Temporary Easements for the Capital
Avenue - Webb Road to Broadwell Avenue Widening Project
(State of Nebraska Department of Administrative Services)**

This item relates to the aforementioned Public Hearing item E-1.

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

RESOLUTION 2013-264

WHEREAS, public right-of-way, permanent easement and temporary easements are required by the City of Grand Island, from the State of Nebraska, for the North Interceptor Phase II, Part B; Project No. 2013-S-4, Hall County, Nebraska and more particularly described as follows:

RIGHT OF WAY AREA (177,302 square feet or 4.07 acres more or less)

A TRACT OF LAND CONSISTING OF PART OF THE SOUTHEAST AND SOUTHWEST QUARTERS OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SECTION 5 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN DEED BOOK 159, PAGE 133 A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG AND UPON SAID NORTH R.O.W. LINE S89°50'38"W A DISTANCE OF 1848.78 FEET; THENCE S89°12'48"W A DISTANCE OF 2268.98 FEET; THENCE DEPARTING SAID NORTH R.O.W. LINE N00°47'12"W A DISTANCE OF 44.00 FEET; THENCE N89°12'48"E A DISTANCE OF 2087.48 FEET; THENCE N89°50'38"E A DISTANCE OF 2030.26 FEET TO A POINT ON THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN DEED BOOK 159, PAGE 133; THENCE S00°49'18"E ALONG SAID WEST LINE A DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 177,302 SQUARE FEET OR 4.07 ACRES MORE OR LESS.

PERMANENT EASEMENT AREA (81,825 square feet or 1.88 acres more or less)

PERMANENT EASEMENT #1

A PERMANENT EASEMENT CONSISTING OF PART OF THE SOUTHEAST AND SOUTHWEST QUARTERS OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Approved as to Form	☐ _____
August 9, 2013	☐ City Attorney

DISTANCE OF 23.00 FEET; THENCE N89°12'48"E A DISTANCE OF 168.13 FEET; THENCE N89°50'38"E A DISTANCE OF 605.51 FEET; THENCE N00°09'22"W A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 10.00 FEET; THENCE S00°09'22"E A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 347.22 FEET; THENCE N00°09'22"W A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 10.00 FEET; THENCE S00°09'22"E A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 366.32 FEET; THENCE N00°09'22"W A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 10.00 FEET; THENCE S00°09'22"E A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 352.21 FEET; THENCE N00°09'22"W A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 10.00 FEET; THENCE S00°09'22"E A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 137.14 FEET TO A POINT ON THE WEST LINE OF SAID TRACT DESCRIBED IN DEED BOOK 159, PAGE 133; THENCE S00°49'18"E ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT EASEMENT CONTAINS 79,948 SQUARE FEET OR 1.84 ACRES MORE OR LESS.

PERMANENT EASEMENT #2

A PERMANENT EASEMENT CONSISTING OF PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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TEMPORARY EASEMENTS AREA (202,133 square feet or 4.64 acres more or less)

TEMPORARY EASEMENT #1

A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 10.00 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE S00°09'22"E ALONG A WEST LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 20.00 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE S89°50'38"W ALONG A NORTH LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 352.21 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE N00°09'22"W ALONG A EAST LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 20.00 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE N89°50'38"E A DISTANCE OF 77.21 FEET; THENCE N00°09'22"W A DISTANCE OF 40.00 FEET; THENCE N89°50'38"E A DISTANCE OF 305.00 FEET; THENCE S00°09'22"E A DISTANCE OF 40.00 FEET; THENCE N89°50'38"E A DISTANCE OF 116.91 FEET TO A POINT ON THE WEST LINE OF SAID TRACT DESCRIBED IN DEED BOOK 159, PAGE 133; THENCE S00°49'18"E ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 21,985 SQUARE FEET OR 0.50 ACRES MORE OR LESS.

TEMPORARY EASEMENT #2

A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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TEMPORARY EASEMENT #3

A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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20.00 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE N89°50'38"E A DISTANCE OF 347.22 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE S00°09'22"E ALONG A WEST LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 6,945 SQUARE FEET OR 0.16 ACRES MORE OR LESS.

TEMPORARY EASEMENT #4

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TEMPORARY EASEMENT #5

A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF PART OF THE SOUTHEAST AND SOUTHWEST QUARTERS OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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WHEREAS, an Agreement for the public right-of-way, permanent easements and temporary easements has been reviewed and approved by the City Legal Department.

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 Agreement for the acquisition of public right-of-way, permanent easements and temporary easements on the above described tracts.

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

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Adopted by the City Council of the City of Grand Island, Nebraska, August 13, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

**RIGHT OF WAY, PERMANENT AND TEMPORARY EASEMENT
FOR CAPITAL AVENUE STREET WIDENING PROJECT
INCLUDING UNDERGROUND UTILITY FACILITIES**

KNOW ALL MEN BY THESE PRESENTS:

That the **STATE OF NEBRASKA**, by and through the **DEPARTMENT OF ADMINISTRATIVE SERVICES**, an agency of the **STATE OF NEBRASKA**, hereinafter referred to as "Grantor," in consideration of \$1.00, receipt of which is hereby acknowledged, and the further payment for damages as described in the terms and conditions and the placement of other necessary equipment when set on the following described property, does hereby grant, bargain, sell, and convey unto the **CITY OF GRAND ISLAND**, a municipality organized under and pursuant to the laws of the State of Nebraska, hereinafter referred to as "Grantee," and its employees, officers, affiliates, contractors, agents and/or assigns ("Grantee Parties"), whether one or more, a permanent and perpetual public right-of-way to construct, operate, maintain, extend, repair, replace, and remove public roadway, pedestrian facilities, and utilities, including but not limited to, sanitary sewers, storm sewers, water mains, electric utility poles, overhead and underground power lines, manholes, pipelines, communication facilities, natural gas facilities, surface markers, and other appurtenances, upon, over, along, across, in, underneath and through a tract of land, hereinafter referred to as the "Right of Way Area"; and a permanent and perpetual easement to construct, operate, maintain, extend, repair, replace, and remove public roadway, pedestrian facilities, and utilities, including but not limited to, sanitary sewers, storm sewers, water mains, electric utility poles, overhead and underground power lines, manholes, pipelines, communication facilities, natural gas facilities, surface markers, and other appurtenances, upon, over, along, across, in, underneath and through a tract of land, hereinafter referred to as the "Permanent Easement Area"; and privilege of a temporary easement to construct sanitary sewer within the boundaries of the North Interceptor Sanitary Sewer Project Phase 2 from Sky Park Road to Diers Avenue along Capital Avenue, on or adjacent to property owned by Grantor and, whereas, it may be necessary for the City, its officers, agents, employees, contractors, subcontractors, and authorized representatives to temporarily enter upon, travel over, excavate, clear, backfill, store materials upon, and otherwise use the lands herein described which are owned by Grantor during the aforementioned construction project, hereinafter

referred to as the "Temporary Easement Area", situated in **Hall County**, Nebraska, more particularly described as follows:

RIGHT OF WAY AREA (177,302 square feet or 4.07 acres more or less)

A TRACT OF LAND CONSISTING OF PART OF THE SOUTHEAST AND SOUTHWEST QUARTERS OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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PERMANENT EASEMENT AREA (81,825 square feet or 1.88 acres more or less)

PERMANENT EASEMENT #1

A PERMANENT EASEMENT CONSISTING OF PART OF THE SOUTHEAST AND SOUTHWEST QUARTERS OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SECTION 5 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN DEED BOOK 159, PAGE 133 A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING; THENCE S89°50'38"W A DISTANCE OF 2030.26 FEET; THENCE S89°12'48"W A DISTANCE OF 2087.48 FEET; THENCE N00°47'12"W A DISTANCE OF 18.00 FEET; THENCE N89°12'48"E A DISTANCE OF 511.69 FEET; THENCE N00°47'12"W A DISTANCE OF 23.00 FEET; THENCE N89°12'48"E A DISTANCE OF 10.00 FEET; THENCE S00°47'12"E A DISTANCE OF 23.00 FEET; THENCE N89°12'48"E A DISTANCE OF 432.92 FEET; THENCE N00°47'12"W A

DISTANCE OF 23.00 FEET; THENCE N89°12'48"E A DISTANCE OF 10.00 FEET; THENCE S00°47'12"E A DISTANCE OF 23.00 FEET; THENCE N89°12'48"E A DISTANCE OF 384.03 FEET; THENCE N00°47'12"W A DISTANCE OF 23.00 FEET; THENCE N89°12'48"E A DISTANCE OF 10.00 FEET; THENCE S00°47'12"E A DISTANCE OF 23.00 FEET; THENCE N89°12'48"E A DISTANCE OF 375.85 FEET; THENCE N00°47'12"W A DISTANCE OF 23.00 FEET; THENCE N89°12'48"E A DISTANCE OF 10.00 FEET; THENCE S00°47'12"E A DISTANCE OF 23.00 FEET; THENCE N89°12'48"E A DISTANCE OF 346.69 FEET; THENCE N00°47'12"W A DISTANCE OF 23.00 FEET; THENCE N89°12'48"E A DISTANCE OF 10.00 FEET; THENCE S00°47'12"E A DISTANCE OF 23.00 FEET; THENCE N89°12'48"E A DISTANCE OF 168.13 FEET; THENCE N89°50'38"E A DISTANCE OF 605.51 FEET; THENCE N00°09'22"W A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 10.00 FEET; THENCE S00°09'22"E A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 347.22 FEET; THENCE N00°09'22"W A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 10.00 FEET; THENCE S00°09'22"E A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 366.32 FEET; THENCE N00°09'22"W A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 10.00 FEET; THENCE S00°09'22"E A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 352.21 FEET; THENCE N00°09'22"W A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 10.00 FEET; THENCE S00°09'22"E A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 137.14 FEET TO A POINT ON THE WEST LINE OF SAID TRACT DESCRIBED IN DEED BOOK 159, PAGE 133; THENCE S00°49'18"E ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT EASEMENT CONTAINS 79,948 SQUARE FEET OR 1.84 ACRES MORE OR LESS.

PERMANENT EASEMENT #2

A PERMANENT EASEMENT CONSISTING OF PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SECTION 5 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN DEED BOOK 159, PAGE 133 A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE; THENCE ALONG AND UPON SAID NORTH R.O.W. LINE S89°50'38"W A DISTANCE OF 1848.78 FEET; THENCE S89°12'48"W A DISTANCE OF 2268.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°12'48"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 199.21 FEET; THENCE DEPARTING SAID NORTH R.O.W. LINE N65°49'16"E A DISTANCE OF 25.19 FEET; THENCE N89°12'48"E ALONG A LINE BEING 10.00 FEET NORTH OF AND PARALLEL TO SAID NORTH R.O.W. LINE A DISTANCE OF 176.09 FEET; THENCE S00°47'12"E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT EASEMENT CONTAINS 1,877 SQUARE FEET OR 0.04 ACRES MORE OR LESS.

TEMPORARY EASEMENTS AREA (202,133 square feet or 4.64 acres more or less)

TEMPORARY EASEMENT #1

A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SECTION 5 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN DEED BOOK 159, PAGE 133 A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 62.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND A NORTH LINE OF A PROPOSED PERMANENT EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S89°50'38"W ALONG SAID NORTH LINE A DISTANCE OF 137.14 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE N00°09'22"W ALONG A EAST LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 20.00 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE S89°50'38"W ALONG A NORTH LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 10.00 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE S00°09'22"E ALONG A WEST LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 20.00 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE S89°50'38"W ALONG A NORTH LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 352.21 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE N00°09'22"W ALONG A EAST LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 20.00 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE N89°50'38"E A DISTANCE OF 77.21 FEET; THENCE N00°09'22"W A DISTANCE OF 40.00 FEET; THENCE N89°50'38"E A DISTANCE OF 305.00 FEET; THENCE S00°09'22"E A DISTANCE OF 40.00 FEET; THENCE N89°50'38"E A DISTANCE OF 116.91 FEET TO A POINT ON THE WEST LINE OF SAID TRACT DESCRIBED IN DEED BOOK 159, PAGE 133; THENCE S00°49'18"E ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 21,985 SQUARE FEET OR 0.50 ACRES MORE OR LESS.

TEMPORARY EASEMENT #2

A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SECTION 5 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN DEED BOOK 159, PAGE 133 A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE; THENCE S89°50'38"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 510.07 FEET; THENCE N00°09'22"W A DISTANCE OF 62.00 FEET TO A NORTHERLY CORNER OF A PROPOSED PERMANENT EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S89°50'38"W ALONG A NORTH LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 366.32 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE N00°09'22"W ALONG A EAST LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 366.32 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE S00°09'22"E ALONG A WEST LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 7,327 SQUARE FEET OR 0.17 ACRES MORE OR LESS.

TEMPORARY EASEMENT #3

A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SECTION 5 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN DEED BOOK 159, PAGE 133 A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE; THENCE S89°50'38"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 886.39 FEET; THENCE N00°09'22"W A DISTANCE OF 62.00 FEET TO A NORTHERLY CORNER OF A PROPOSED PERMANENT EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S89°50'38"W ALONG A NORTH LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 347.22 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE N00°09'22"W ALONG A EAST LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 20.00 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE N89°50'38"E A DISTANCE OF 347.22 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE S00°09'22"E ALONG A WEST LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 6,945 SQUARE FEET OR 0.16 ACRES MORE OR LESS.

TEMPORARY EASEMENT #4

A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SECTION 5 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN DEED BOOK 159, PAGE 133 A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE; THENCE S89°50'38"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 1243.61 FEET; THENCE N00°09'22"W A DISTANCE OF 62.00 FEET TO A NORTHERLY CORNER OF A PROPOSED PERMANENT EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S89°50'38"W ALONG A NORTH LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 177.48 FEET; THENCE N00°09'22"W A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 177.48 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE S00°09'22"E ALONG A WEST LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 3,550 SQUARE FEET OR 0.08 ACRES MORE OR LESS.

TEMPORARY EASEMENT #5

A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF PART OF THE SOUTHEAST AND SOUTHWEST QUARTERS OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SECTION 5 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN DEED BOOK 159, PAGE 133 A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE; THENCE ALONG AND UPON SAID NORTH R.O.W. LINE S89°50'38"W A DISTANCE OF 1848.78 FEET; THENCE S89°12'48"W A DISTANCE OF 2268.98 FEET; THENCE DEPARTING SAID NORTH R.O.W. LINE N00°47'12"W A DISTANCE OF 62.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°47'12"W A DISTANCE OF 60.00 FEET; THENCE N89°12'48"E A DISTANCE OF 1779.47 FEET; THENCE N00°47'12"W A DISTANCE OF 100.00 FEET; THENCE N89°12'48"E A DISTANCE OF 250.00 FEET; THENCE S00°47'12"E A DISTANCE OF 100.00 FEET; THENCE N89°12'48"E A DISTANCE OF 278.08 FEET; THENCE S01°14'48"E A DISTANCE OF 60.43 FEET; THENCE S89°50'38"W A DISTANCE OF 38.72 FEET; THENCE S89°12'48"W A DISTANCE OF 168.13 FEET; THENCE N00°47'12"W A DISTANCE OF 23.00 FEET; THENCE S89°12'48"W A DISTANCE OF 10.00 FEET; THENCE S00°47'12"E A DISTANCE OF 23.00 FEET; THENCE S89°12'48"W A DISTANCE OF 346.69 FEET; THENCE N00°47'12"W A DISTANCE OF 23.00 FEET; THENCE S89°12'48"W A DISTANCE OF 10.00 FEET; THENCE

S00°47'12"E A DISTANCE OF 23.00 FEET; THENCE S89°12'48"W A DISTANCE OF 375.85 FEET; THENCE N00°47'12"W A DISTANCE OF 23.00 FEET; THENCE S89°12'48"W A DISTANCE OF 10.00 FEET; THENCE S00°47'12"E A DISTANCE OF 23.00 FEET; THENCE S89°12'48"W A DISTANCE OF 384.03 FEET; THENCE N00°47'12"W A DISTANCE OF 23.00 FEET; THENCE S89°12'48"W A DISTANCE OF 10.00 FEET; THENCE S00°47'12"E A DISTANCE OF 23.00 FEET; THENCE S89°12'48"W A DISTANCE OF 432.92 FEET; THENCE N00°47'12"W A DISTANCE OF 23.00 FEET; THENCE S89°12'48"W A DISTANCE OF 10.00 FEET; THENCE S00°47'12"E A DISTANCE OF 23.00 FEET; THENCE S89°12'48"W A DISTANCE OF 511.69 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 162,326 SQUARE FEET OR 3.73 ACRES MORE OR LESS.

The north inceptor sanitary sewer, public roadway, pedestrian facilities, and utilities, including but not limited to, sanitary sewers, storm sewers, water mains, electric utility poles, overhead and underground power lines, manholes, pipelines, communication facilities, natural gas facilities, surface markers, and other appurtenances and improvements (all work shall be referred to as the "Project," whether a project or multiple projects affecting the above described easement areas) in connection therewith shall be located on the Right of Way and Permanent Easement Area approximately, as shown on Exhibit A, Right of Way Plans (Sheets R-1 thru R-10).

TERMS AND CONDITIONS

1. Grantor, on behalf of itself, its successors, and assigns hereby agree that, as of the Commencement Date, defined below, Grantee and/or Grantee Parties shall enjoy the non-exclusive privilege and easement of ingress and egress across that portion of the Property in any way they deem fit and for any purpose necessary in connection with the construction, installation, reconstruction, operation, maintenance, inspection and removal of said Project.
2. This Permanent Easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, and successors of Grantor, Grantee, and Grantee Parties.
3. Grantor shall not occupy, undertake any work on, or interfere with Grantee or Grantee's Parties' use of the Permanent Easement Area except as defined below. Further, Grantor shall use its best efforts to ensure that third parties do not interfere with use of the Permanent Easement Area by Grantee or Grantee Parties.
4. Grantor may construct, maintain, repair, and utilize the secured fenced area for improvements as shown in Exhibit B, Anderson Building, which will infringe upon the Permanent Easement Area. Grantee or Grantee Parties shall coordinate all actions of ingress and egress with the Grantor and shall obtain prior written approval from Grantor. If any part or all the of the secured fenced area is removed or is damaged by Grantee, and/or Grantee Parties, Grantee agrees to assume and pay all costs relating to the replacement or repair of the improvements.

Grantee agrees to assume and pay all costs for the improvements as shown in Exhibit B, Anderson Building, which will be impacted by the Project. The approximate cost of this reconstruction is \$110,000. Grantor shall hire a licensed and bonded contractor and administer the construction of

the improvements, not to exceed the approximate cost of \$110,000. If such costs exceed this amount, then Grantor shall obtain prior written approval from Grantee for payment of the amount exceeding the approximate proposed costs of reconstruction.

5. Grantor may construct, maintain, repair, and utilize a private underground power line improvement as shown in Exhibit C, Underground Power Relocation, and paved ingress and egress as shown on Exhibit A which will infringe upon the Permanent Easement Area. If any part or all the of the private underground power line or paved ingress or egress are removed or are damaged by Grantee, its employees, agents or independent contractors working for Grantee, Grantee agrees to assume and pay all costs relating to the replacement or repair of the improvements.

Grantee shall pay all costs for the private underground power line improvement as shown in Exhibit C which will be impacted by the Project. The approximate cost of this improvement is \$125,000. Grantee shall hire a licensed and bonded contractor for these electrical improvements as a result of damages resulting from the Project, not to exceed the approximate cost of \$125,000. If such costs exceed this amount, then Grantor shall obtain prior written approval from Grantee for payment of the amount exceeding the approximate proposed costs of reconstruction.

6. Grantor may construct, maintain, repair, and utilize sign improvements which will infringe upon the Right of Way Area and Permanent Easement Area. The signs shall be protected or removed and reset by Grantor as shown on Exhibit D, Sign Locations, during the Project which will infringe on the Right of Way Area and shall be relocated by Grantee as shown on Exhibit B, Right of Way Plan (Sheet R-7, R-8) during or following the Capital Avenue Roadway Improvements which will infringe on the Permanent Easement Area. If any part or all of the sign improvements are removed or are damaged by Grantee, and/or Grantee Parties, Grantee shall pay all costs relating to the replacement or repair of such sign improvements.

Grantee shall pay all costs for the sign improvements identified in Exhibits B and D which will be impacted by the Project. Grantee shall hire a licensed and bonded contractor for such sign improvements for damages resulting from these Projects.

7. Grantor may construct, maintain, repair, and utilize for sprinkler improvements which will infringe upon the Right of Way Area and Permanent Easement Area. Grantor reserves the right to file any claim for damages against Grantee, and/or Grantee Parties for any damages or injury that may result to the said sprinkler improvements. If Grantee, in its sole discretion, determines than any part or all of the improvement must be removed or is damaged by Grantee, and/or Grantee Parties, during the course of the employment or duties with Grantee, Grantee agrees to assume and pay all costs relating to the replacement or repair of the improvement.

Grantee agrees to assume and pay all costs for the sprinkler improvements which will be impacted by the Project. Grantee shall hire a licensed and bonded contractor to reconstruct the sprinkler system or reimburse Grantor for damages up to the amount of damages as determined by Grantee's contractor, resulting from these improvement projects.

8. Grantee shall protect the existing irrigation well identified in Exhibit B on Sheet R-2 located within the Temporary Easement Area.

Grantee agrees to assume and pay all costs for any damages that may occur to the existing irrigation well as a result of the Project. Grantee shall hire a licensed and bonded contractor to repair or reconstruct the irrigation well system or reimburse Grantor for damages up to the amount of damages shown to have been a result of the Project and as determined by Grantee's contractor, resulting from these improvement projects.

9. Grantee Parties, under contract with Grantee, shall relocate the existing Fiber Optic Box to an identified location in Exhibit E in the Permanent Easement Area. Grantee Parties shall maintain communication services to Grantor at all times during this relocation.
10. Grantee shall have the right at any time to cut, trim or remove and properly dispose of such trees and shrubs as may in any way endanger or interfere with the safe operation of the Project's lines, underground facilities and equipment used in connection therewith. Such removal shall be replaced at the completion of the Project, as follows: trees and shrubs shall be replaced on a minimum 1:2 ratio, in accordance with Exhibit G, Conceptual Landscaping Plan. Impacted grass areas shall be reseeded or sodded upon completion of construction by Grantee, such method shall be determined by growing season and to ensure successful growth. Any landscaping damaged by equipment, contractors, or subcontractors of Grantee and/or Grantee Parties, shall be removed in its entirety and replaced, including trees and shrubs at a minimum ratio of 1:2, in accordance with *Exhibit G*, Conceptual Landscaping Plan. The tree windbreak identified to be removed on Exhibit B, Right of Way Plan (Sheet R-2 to R-6), shall be replaced in accordance with Exhibit F.

Grantee agrees to assume and pay all costs for replacement trees and shrubs which will be impacted by the Project. The approximate cost of such replacements is \$120,000. Grantor will hire a licensed and bonded contractor and administer the replacement of such trees and shrubs in accordance with Exhibit G. Grantor will grant Grantee the right of entry to plant the tree windbreak in accordance with Exhibit F and install a weed barrier. Drip irrigation lines will be installed for the tree windbreak by Grantee and Grantor will be responsible for supplying water including piping to these drip lines. Maintenance of the trees after the installation shall be the responsibility of the Grantor.

11. All maintenance of green space areas in Permanent Easement Area and Right of Way Area shall be the responsibility of Grantor according to Grantee's City Code. This includes the area along the concrete hike/bike trail. Grantee shall be responsible for snow removal on the concrete hike/bike trail. Grantor shall be responsible for snow removal on sidewalks according to Grantee's City Code.
12. Grantee shall connect Grantor's existing sanitary sewer service to North Inceptor Sanitary Sewer main and remove or properly cap the Grantor's existing lift station.
13. Subject to the conditions set forth herein below, Grantee agrees to pay Grantor and/or Grantor's farm lessee, if any, as their respective interests may appear, to the reasonable satisfaction of Grantor and/or Grantor's farm lessee, if any, (1) the amount of documented damages, calculated in a commercially reasonable manner, to growing crops, fences, and buildings which are directly caused by the construction and installation of Project and/or by Grantee's and/or Grantee Parties'

activities within the Easement Area; and (2) the amount of documented damages directly caused by Grantee's and/or Grantee Parties' activities to crops growing within the Easement Area, with such damages calculated in a commercially reasonable manner and, where applicable, based upon the current crop in production at the time that damages occur. In such situation, Grantor and/or Grantor's farm lessee shall be solely responsible for making a written claim for damages to Grantee prior to the date that is one hundred and eighty (180) days after the occurrence of such alleged damage (the "Damage Claim Deadline"), with such written claim accompanied by appropriate supporting documentation. After the Damage Claim Deadline has passed, Grantee and Grantee Parties shall have no liability whatsoever for damages not yet claimed by Grantor and/or Grantor's farm lessee, and Grantor shall defend, indemnify, and hold Grantee and Grantee Parties harmless from and against any and all damage claims related to the Easement Area and/or Grantor owned land ("Property") adjacent thereto. If Grantor and/or Grantor's farm lessee makes such a written claim to Grantee before the Damage Claim Deadline and the documentation accompanying the written claim is acceptable to Grantee, then Grantee shall reimburse Grantor and/or Grantor's farm lessee an amount equal to the reasonable commercial value of the damage based on current market rates.

It is anticipated that there will be no damages to the existing cropland, leased to Grantor's lessee during the Project. The Project is anticipated to start in 2014. The Temporary Easement Area will temporary impact 2.7 acres of tillable soil. The tree windbreak will permanently impact 8.8 acres of tillable soil located outside of the Permanent Easement which includes the Temporary Easement Area.

14. Grantor shall be made whole, by Grantee and Grantee Parties, by returning the Easement Area and Property to a similar appearance prior to Commencement Date. Grantee and Grantee Parties shall, at all times, exercise reasonable effort to avoid injury or damage to the fencing, sidewalks, security systems, lighting, signage, landscaping, irrigation or drainage systems and any such other improvements of Grantor, and Grantee shall repair or replace any such damage and loss arising or occurring to the Easement Area or Property solely by reason of the construction, operation, maintenance and removal of any utility lines, however, in the event that all or part of the underground utility facilities which may be installed on said easement becomes defective or unserviceable in the sole judgment of Grantee, then Grantee shall have the right, to maintain, repair or replace such underground facilities, replacing any landscaping at the completion of such replacement as described above; provided, if improvements to the Property make the installation of such replacements impractical at the location of this original Easement granted hereby, then Grantor or their successors in title shall grant and convey to Grantee, for the same consideration as given herein, an easement for such further installation at a location on the Property which is mutually satisfactory to the parties. If the parties fail to agree in writing, upon any such new location for the underground facilities, Grantee shall have no obligation to replace or provide underground facilities across or to any such property and Grantee shall not be liable nor bear any responsibility to Grantor, its successors and assigns for failure to provide service to the Property. In determining the locations for further installation, Grantee shall at all times exercise reasonable effort to avoid injury or damage to the landscaping and improvements of Grantor or their successors. Grantee shall perform any work in connection with this Easement in a good and workmanlike manner with reasonable effort to minimize interference with Grantor's use of this

Property except as may be reasonably necessary for Grantee to carry out the terms and conditions of this Easement.

15. Grantee agrees that this *Permanent Easement* shall remain in effect until such time as the utility lines and underground utility equipment and/or facilities constructed hereunder be abandoned for a period of five (5) years, this Easement shall then cease and terminate, and this Easement shall be of no further force and effect.
16. Grantor agrees that the *Temporary Construction Easements* shall commence in favor of Grantee and Grantee Parties on January 1, 2014, the Commencement Date and shall continue in full force and effect until its termination upon the completion of the Project by Grantee and Grantee Parties, signified by Grantee's delivery of written notification of completion to Grantor.
17. The undersigned person executing this Easement on behalf of Grantor represents and certifies that he is the authorized department head to sign on behalf of Grantor and has been fully empowered by proper resolution or State directive to execute and deliver this Easement on behalf of Grantor and that all necessary actions for the making of this conveyance have been completed.
18. That this instrument contains the entire agreement of the parties, that there are no other or different agreements or understandings between Grantor and Grantee or its agents, that Grantor has not relied upon any promises, inducements, or representations of Grantee or its agents or employees, except as set forth herein, and that this Easement and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, Grantor executes this Easement on this _____ day of August 2013.

STATE OF NEBRASKA

Gerry Oligmueller, Acting Director
Department of Administrative Services

ACKNOWLEDGMENT

STATE OF NEBRASKA, COUNTY OF LANCASTER

This instrument was acknowledged before me on _____ day of August 2013, by Gerry Oligmueller, Acting Director, Department of Administrative Services, on behalf of the State of Nebraska.

Notary Public

Affix seal here.

CITY OF GRAND ISLAND

WITNESS:

Name and Title

Name, City Clerk

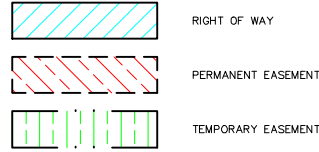
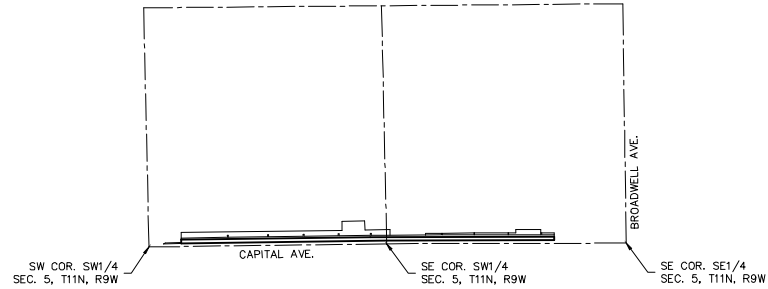


EXHIBIT A APPROVAL

MATTHEW RIEF, COORDINATING PROFESSIONAL
OLSSON ASSOCIATES

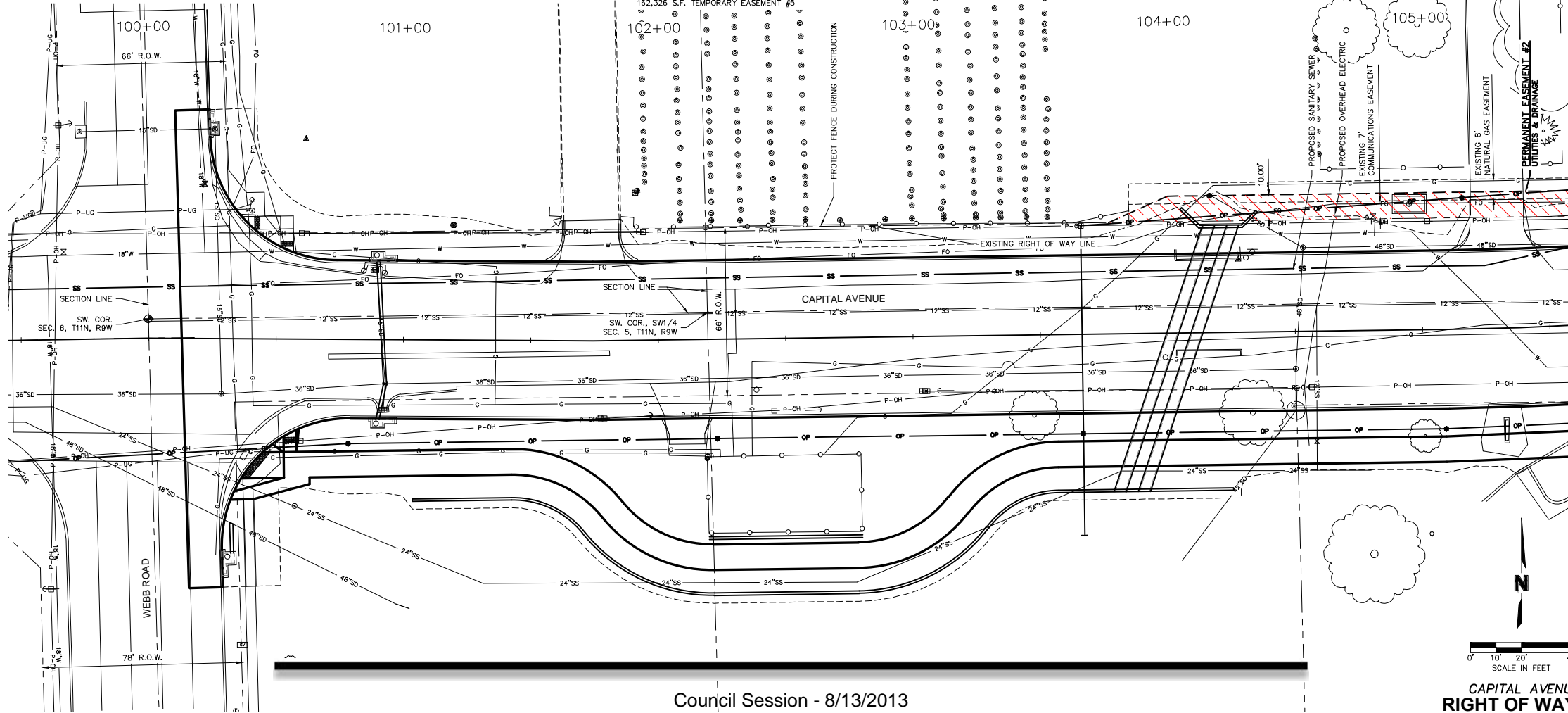
DATE

CRAIG THELEN, OPERATIONS MANAGER
STATE BUILDING DIVISION • ADMINISTRATIVE SERVICES

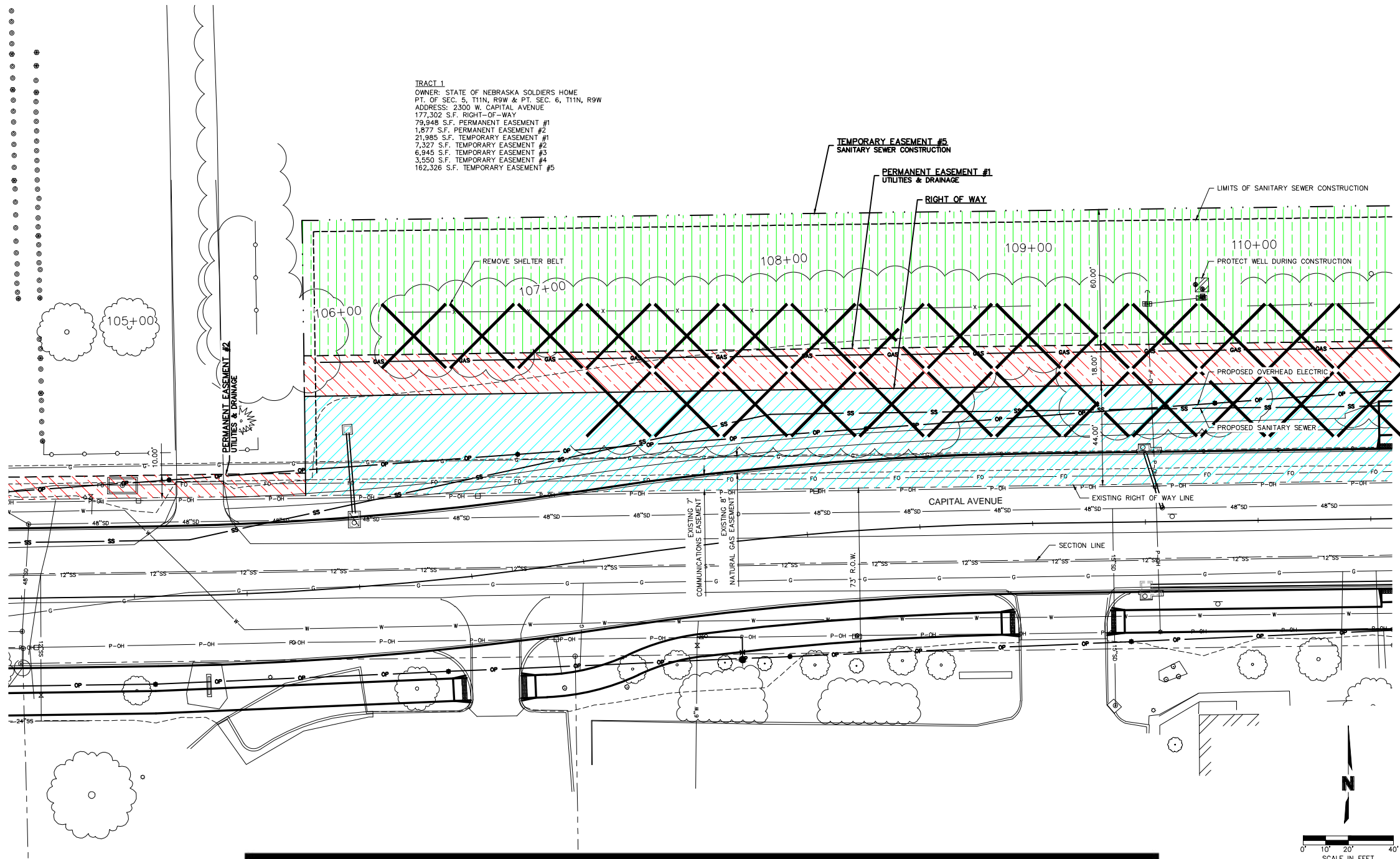
DATE

RIGHT OF WAY AND EASEMENT TOTALS	
RIGHT OF WAY	177,302 S.F.
PERMANENT EASEMENTS	81,825 S.F.
TEMPORARY EASEMENTS	202,133 S.F.

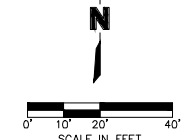
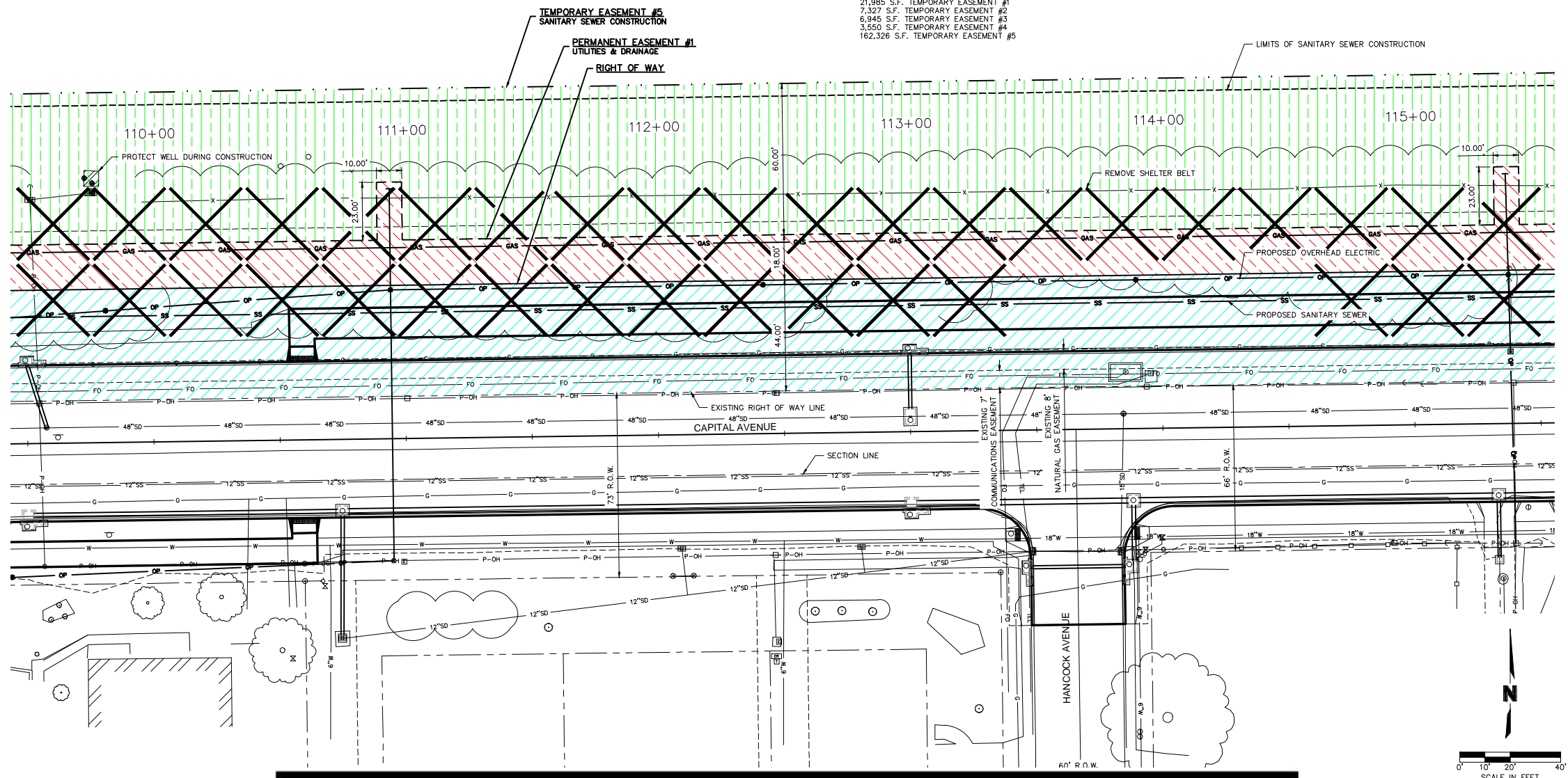
TRACT 1
OWNER: STATE OF NEBRASKA SOLDIERS HOME
PT. OF SEC. 5, T11N, R9W & PT. SEC. 6, T11N, R9W
ADDRESS: 2300 W. CAPITAL AVENUE
177,302 S.F. RIGHT-OF-WAY
79,948 S.F. PERMANENT EASEMENT #1
1,877 S.F. PERMANENT EASEMENT #2
21,985 S.F. TEMPORARY EASEMENT #1
7,327 S.F. TEMPORARY EASEMENT #2
6,945 S.F. TEMPORARY EASEMENT #3
3,550 S.F. TEMPORARY EASEMENT #4
162,326 S.F. TEMPORARY EASEMENT #5



TRACT 1
 OWNER: STATE OF NEBRASKA SOLDIERS HOME
 PT. OF SEC. 5, T11N, R9W & PT. SEC. 6, T11N, R9W
 ADDRESS: 2300 W. CAPITAL AVENUE
 177,302 S.F. RIGHT-OF-WAY
 79,948 S.F. PERMANENT EASEMENT #1
 1,877 S.F. PERMANENT EASEMENT #2
 21,985 S.F. TEMPORARY EASEMENT #1
 7,327 S.F. TEMPORARY EASEMENT #2
 6,945 S.F. TEMPORARY EASEMENT #3
 3,350 S.F. TEMPORARY EASEMENT #4
 162,326 S.F. TEMPORARY EASEMENT #5



TRACT 1
OWNER: STATE OF NEBRASKA SOLDIERS HOME
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ADDRESS: 2300 W. CAPITAL AVENUE
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7,327 S.F. TEMPORARY EASEMENT #2
6,945 S.F. TEMPORARY EASEMENT #3
3,550 S.F. TEMPORARY EASEMENT #4
162,326 S.F. TEMPORARY EASEMENT #5



TEMPORARY EASEMENT #5
SANITARY SEWER CONSTRUCTION

PERMANENT EASEMENT #1
UTILITIES & DRAINAGE

RIGHT OF WAY

STAGING
AREA

LIMITS OF SANITARY SEWER CONSTRUCTION

REMOVE SHELTER BELT

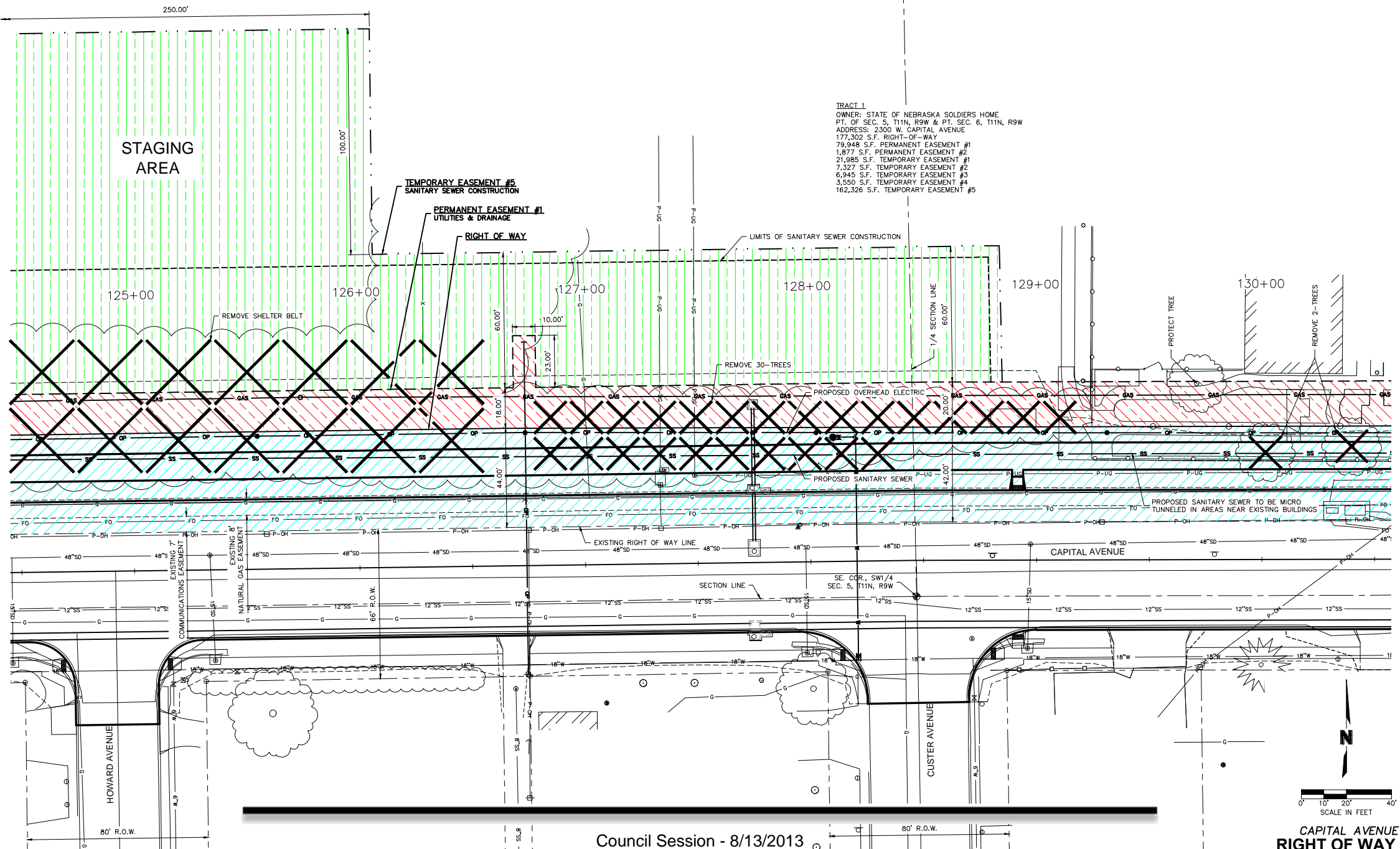
— 48"SD CAPITAL AVENUE

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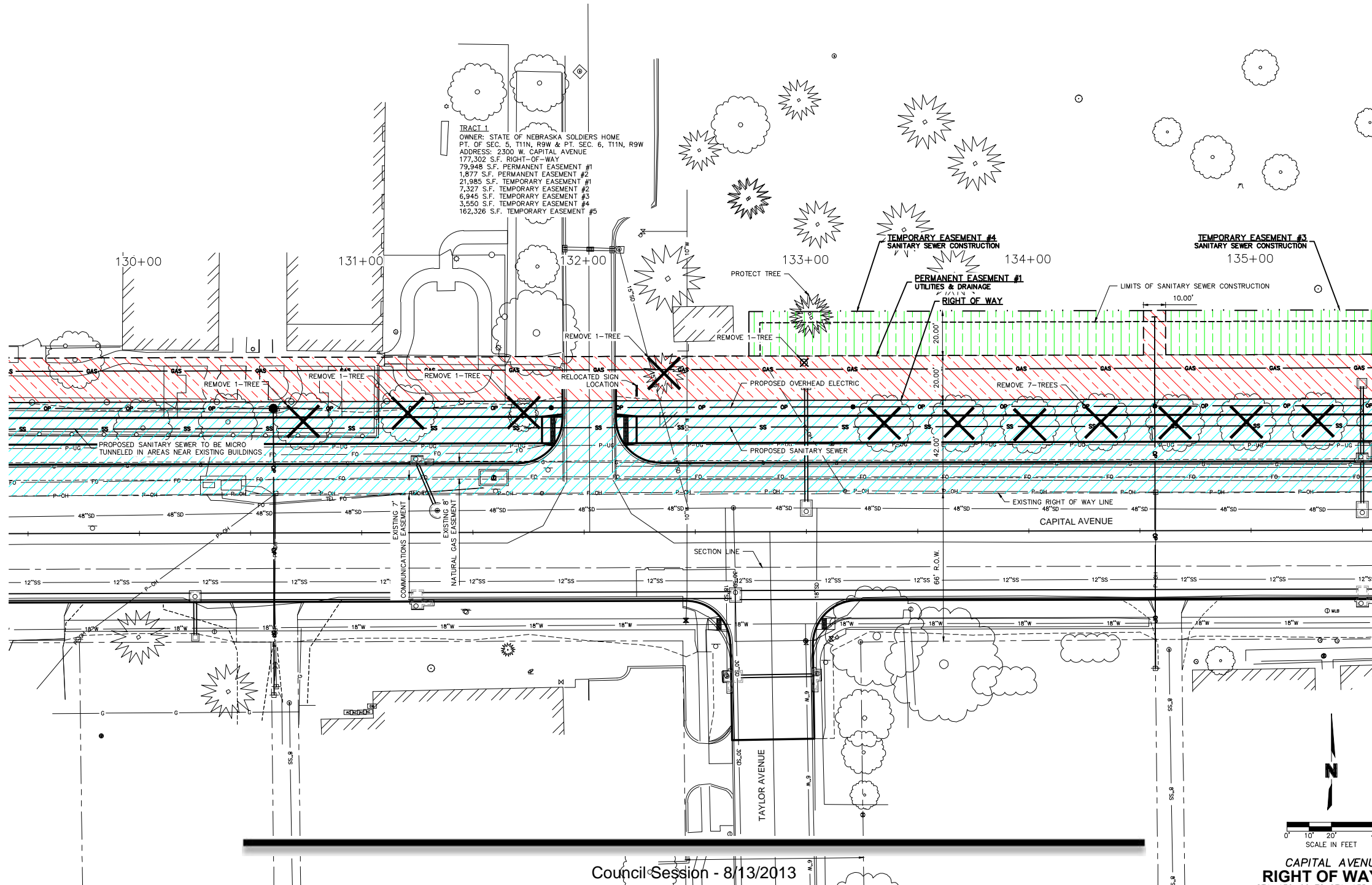
0' 10' 20' 40'

SCALE IN FEET

CAPITAL AVENUE
RIGHT OF WAY
STA. 120+00 TO STA. 125+00

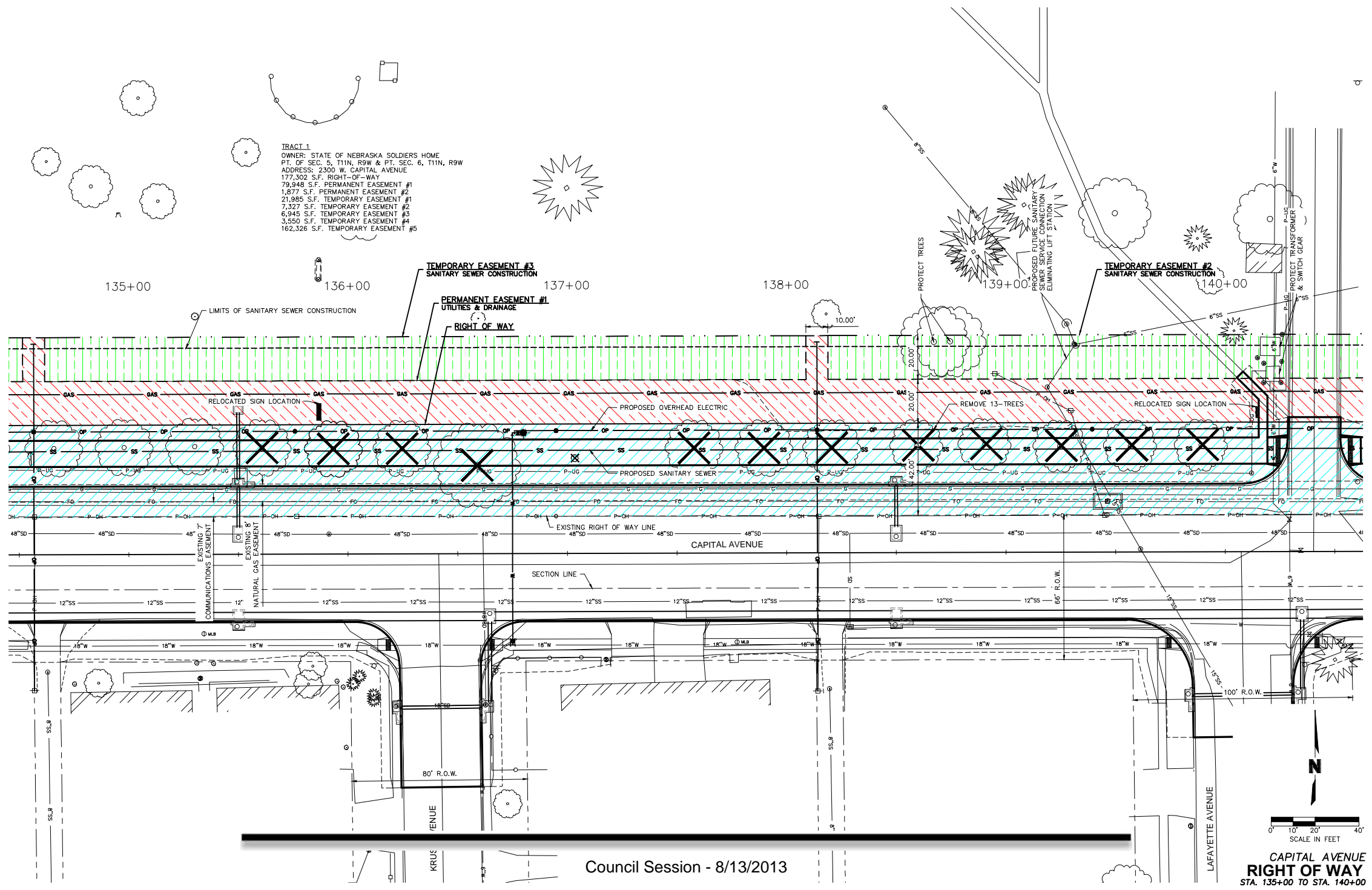


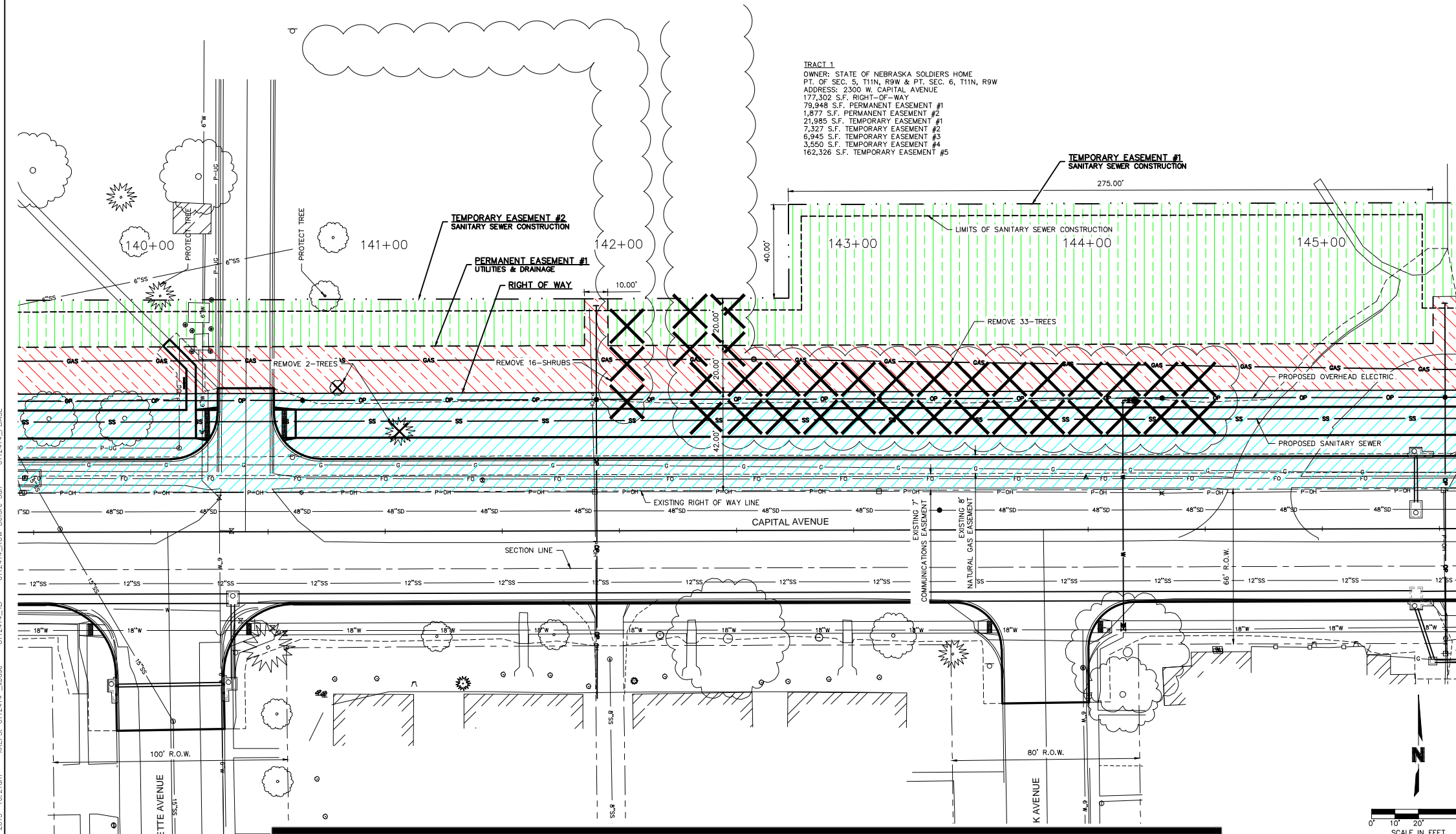
TRACT 1
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 7,327 S.F. TEMPORARY EASEMENT #2
 6,945 S.F. TEMPORARY EASEMENT #3
 3,550 S.F. TEMPORARY EASEMENT #4
 162,326 S.F. TEMPORARY EASEMENT #5



DWG: F:\projects\011-2414\MUN\Exhibits\VA\0112414_VA-ROW.dwg USER: zloomis
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TRACT 1
OWNER: STATE OF NEBRASKA SOLDIERS HOME
PT. OF SEC. 5, T11N, R9W & PT. SEC. 6, T11N, R9W
ADDRESS: 2300 W. CAPITAL AVENUE
177,302 S.F. RIGHT-OF-WAY
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162,326 S.F. TEMPORARY EASEMENT #5





TRACT 1
 OWNER: STATE OF NEBRASKA SOLDIERS HOME
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 ADDRESS: 2300 W. CAPITAL AVENUE
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 6,945 S.F. TEMPORARY EASEMENT #3
 3,550 S.F. TEMPORARY EASEMENT #4
 162,326 S.F. TEMPORARY EASEMENT #5

TEMPORARY EASEMENT #1
 SANITARY SEWER CONSTRUCTION

275.00'

LIMITS OF SANITARY SEWER CONSTRUCTION

143+00

144+00

145+00

REMOVE 33-TREES

PROPOSED OVERHEAD ELECTRIC

PROPOSED SANITARY SEWER

EXISTING RIGHT OF WAY LINE

48"SD

CAPITAL AVENUE

SECTION LINE

EXISTING 7"
 COMMUNICATIONS EASEMENT

EXISTING 8"
 NATURAL GAS EASEMENT

66' R.O.W.

80' R.O.W.

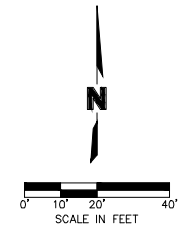
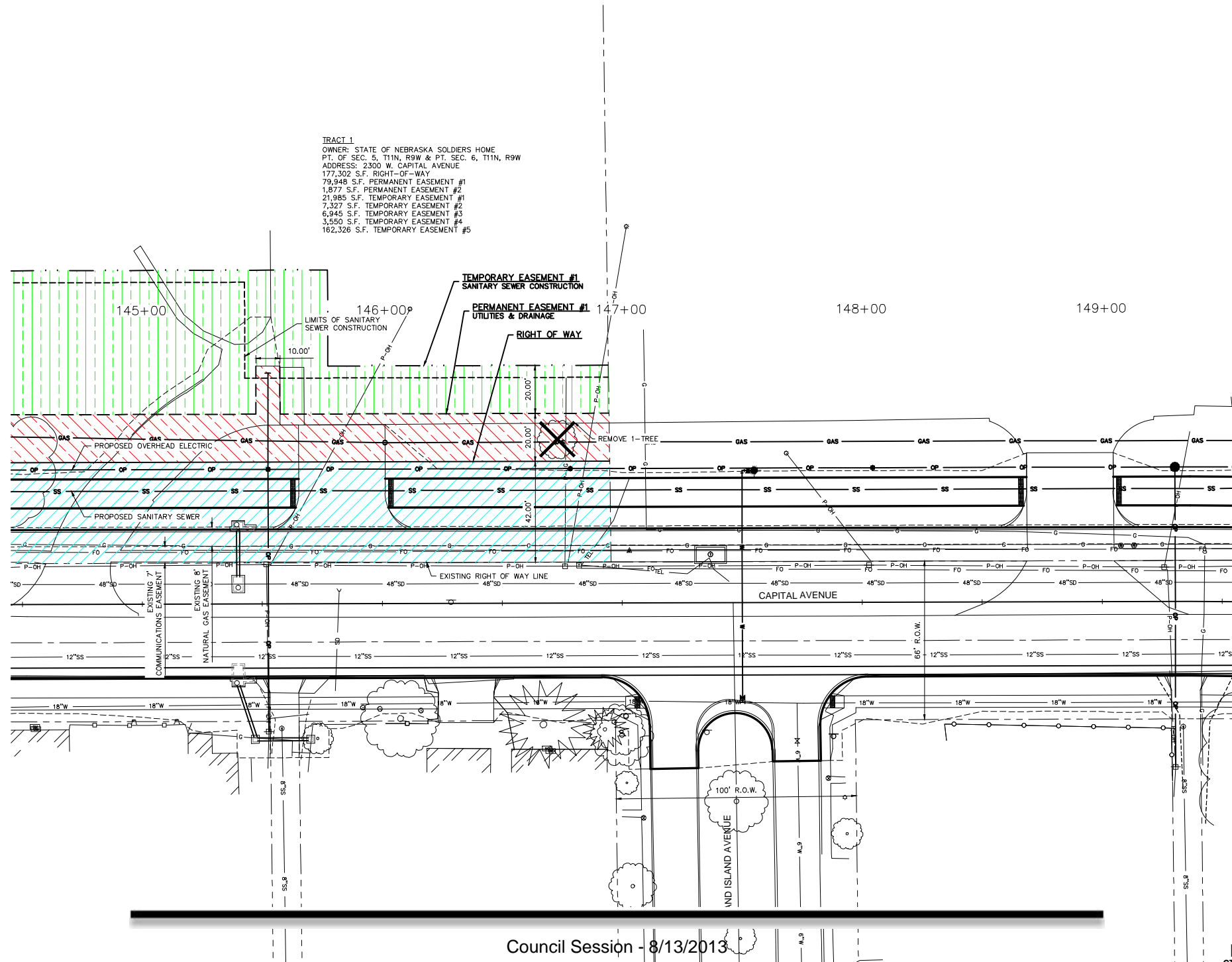
K AVENUE



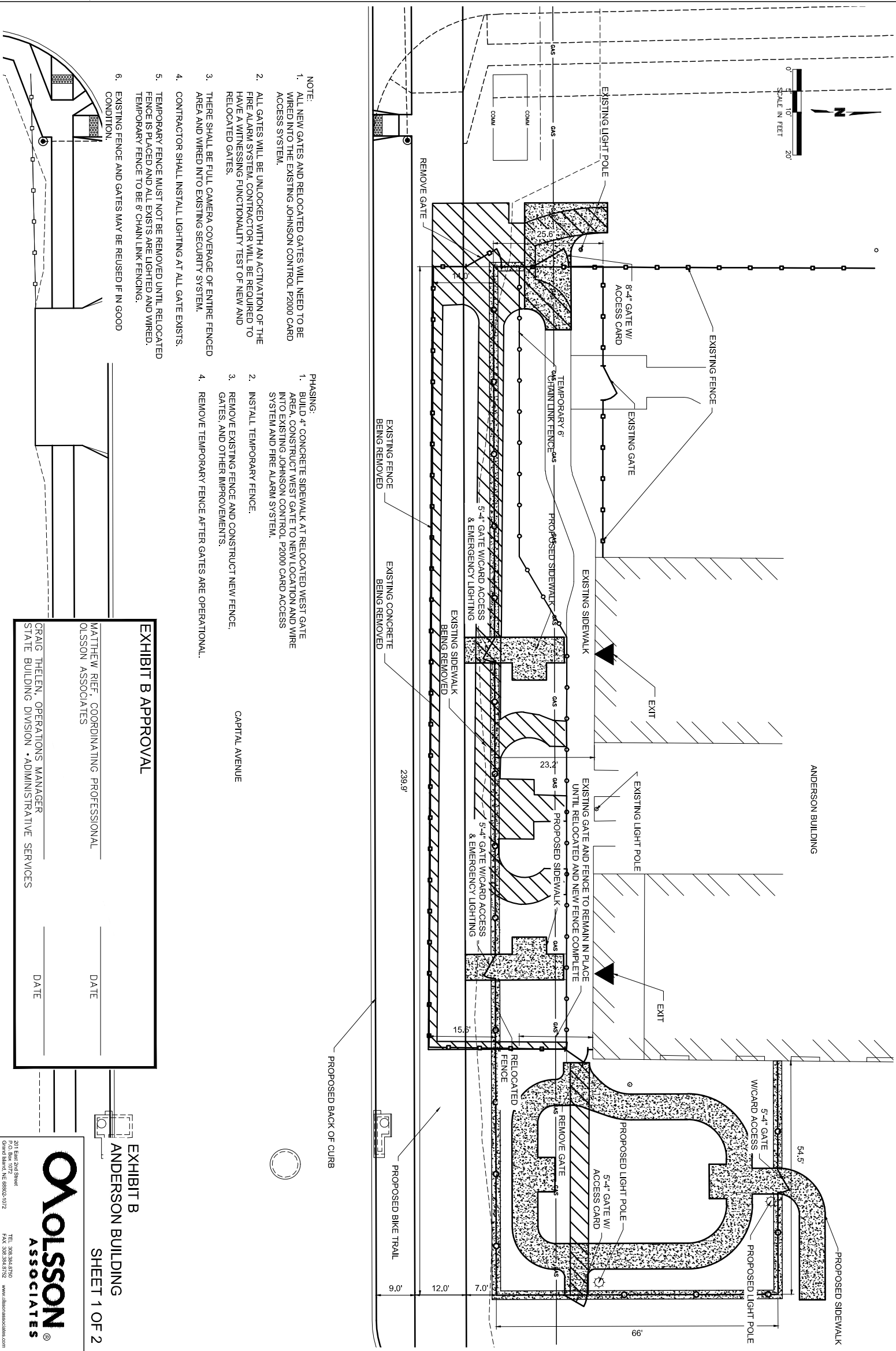
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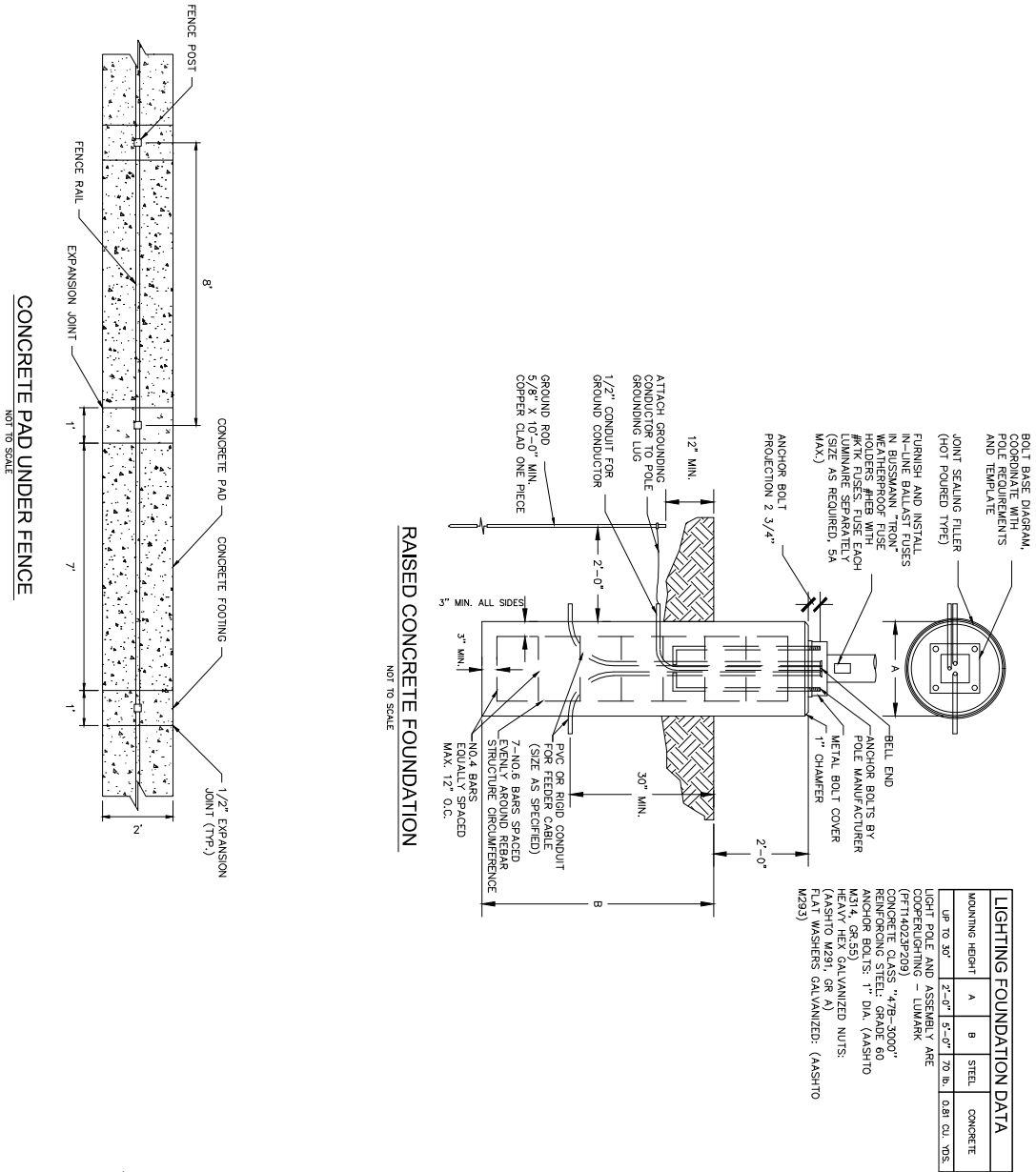
CAPITAL AVENUE
 RIGHT OF WAY
 STA. 140+00 TO STA. 145+00

TRACT 1
 OWNER: STATE OF NEBRASKA SOLDIERS HOME
 PT. OF SEC. 5, T11N, R9W & PT. SEC. 6, T11N, R9W
 ADDRESS: 2300 W. CAPITAL AVENUE
 177,302 S.F. RIGHT-OF-WAY
 79,948 S.F. PERMANENT EASEMENT #1
 1,877 S.F. PERMANENT EASEMENT #2
 21,985 S.F. TEMPORARY EASEMENT #1
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 6,945 S.F. TEMPORARY EASEMENT #3
 3,550 S.F. TEMPORARY EASEMENT #4
 162,326 S.F. TEMPORARY EASEMENT #5



CAPITAL AVENUE
 RIGHT OF WAY
 STA. 145+00 TO STA. 149+00





FENCE DETAIL:

DECORATIVE FENCE BASIS OF DESIGN IS AMERISTAR MONTAGE COMMERCIAL - MAJESTIC 3-RAIL STYLE ORNAMENTAL METAL FENCING SYSTEM. OTHER APPROVED MANUFACTURERS ARE MASTER HALCO AND BOUNDARY FENCE AND RAILING OR ENGINEER APPROVED EQUIVALENT.

ALL LINE BRACKETS SHALL BE AMERISTAR STYLE BB114 OR ENGINEER APPROVED EQUIVALENT. ALL CORNER, GATE, AND END BRACKETS SHALL BE AMERISTAR STYLE BB112 OR ENGINEER APPROVED EQUIVALENT.

ALL POSTS SHALL BE SET PLUMB. THE PANEL HEIGHT SHALL REMAIN CONSTANT THROUGHOUT THE FENCED AREA.

ALL LINE POSTS SHALL BE AMERISTAR PB25144 OR ENGINEER APPROVED EQUIVALENT. ALL CORNER, GATE, AND END POSTS SHALL BE AMERISTAR PB40144 OR ENGINEER APPROVED EQUIVALENT.

ALL STEEL SHALL BE PAINTED BLACK IN ACCORDANCE WITH THE SPECIAL PROVISIONS.

ALL DIMENSIONS ARE ALONG THE ϕ DECORATIVE FENCE.

ALL NEW POSTS (12 GA.) SHALL BE USED AT SOUTHERN MOST END OF FENCED IN AREA ALONG CAPITAL AVE.

ELEVATION AT TYPICAL PANEL

NOT TO SCALE

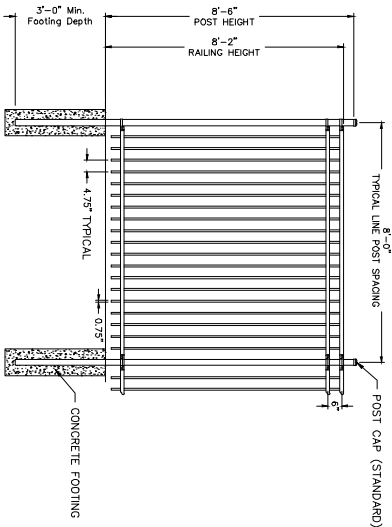


EXHIBIT B
ANDERSON BUILDING

SHEET 2 OF 2

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

TEL: 308.384.2750
FAX: 308.384.8792
www.aberassoc.com

OLSSON
ASSOCIATES

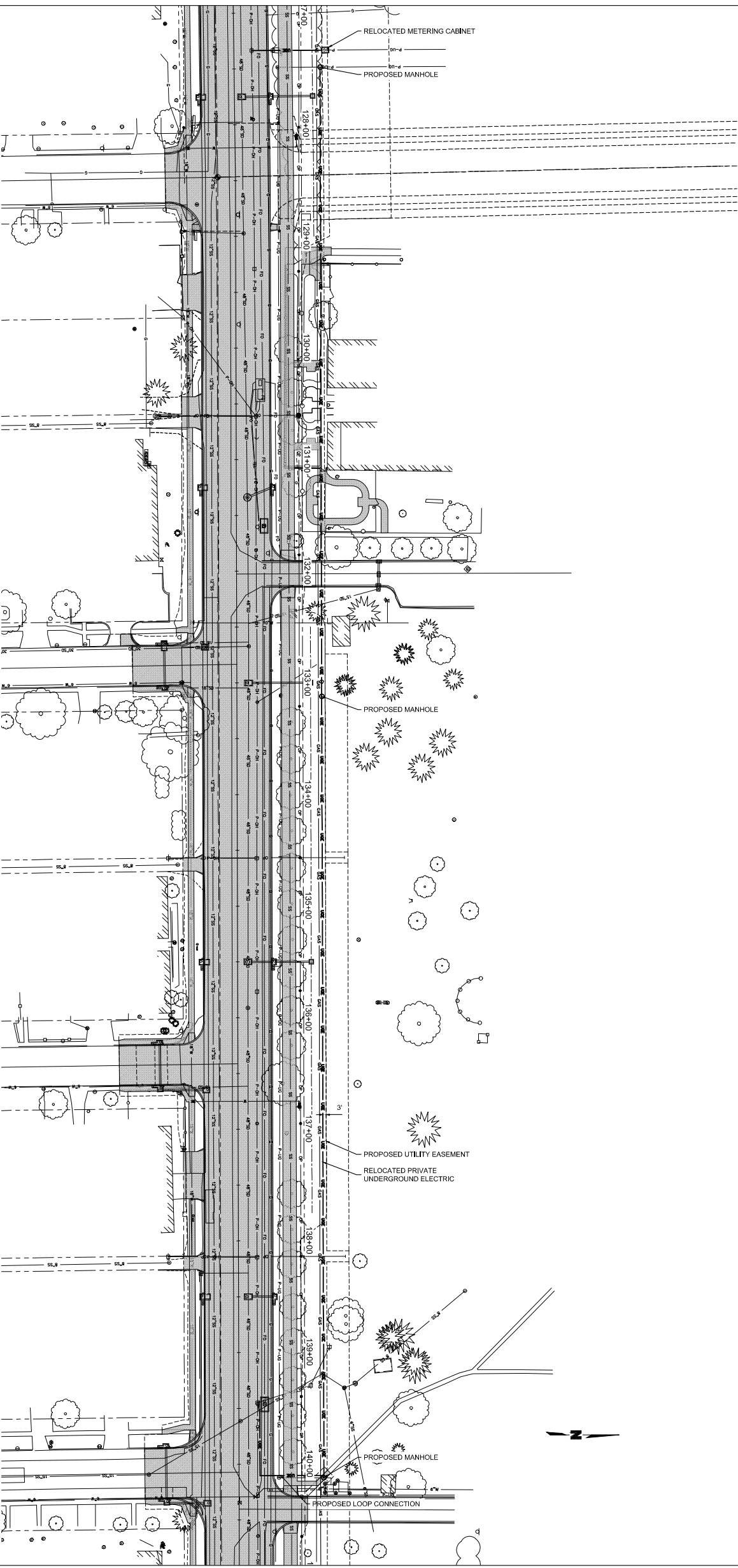


EXHIBIT C APPROVAL

MATTHEW RIEF, COORDINATING PROFESSIONAL
OLSSON ASSOCIATES

DATE

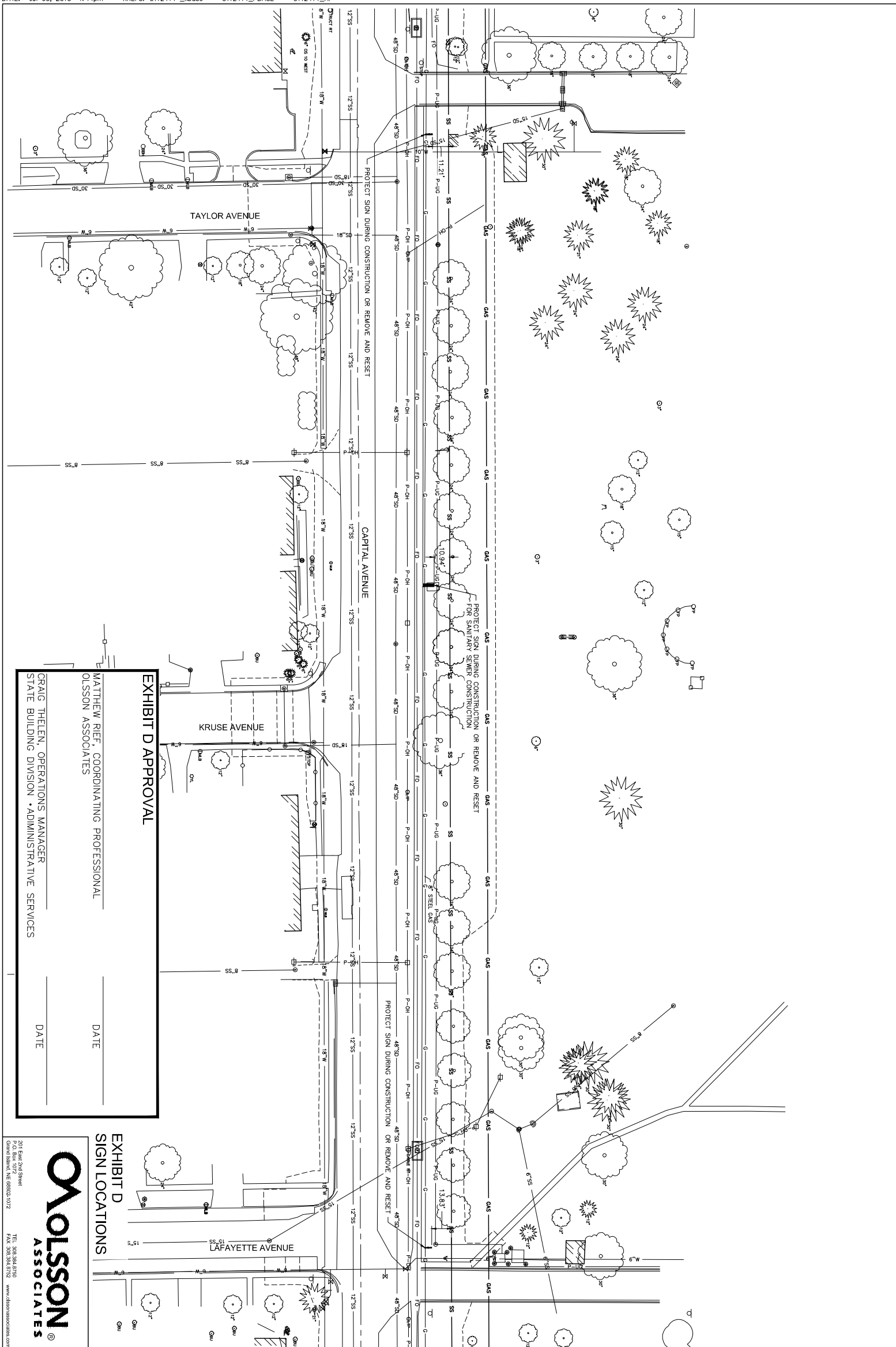
CRAG THELEN, OPERATIONS MANAGER
STATE BUILDING DIVISION - ADMINISTRATIVE SERVICES

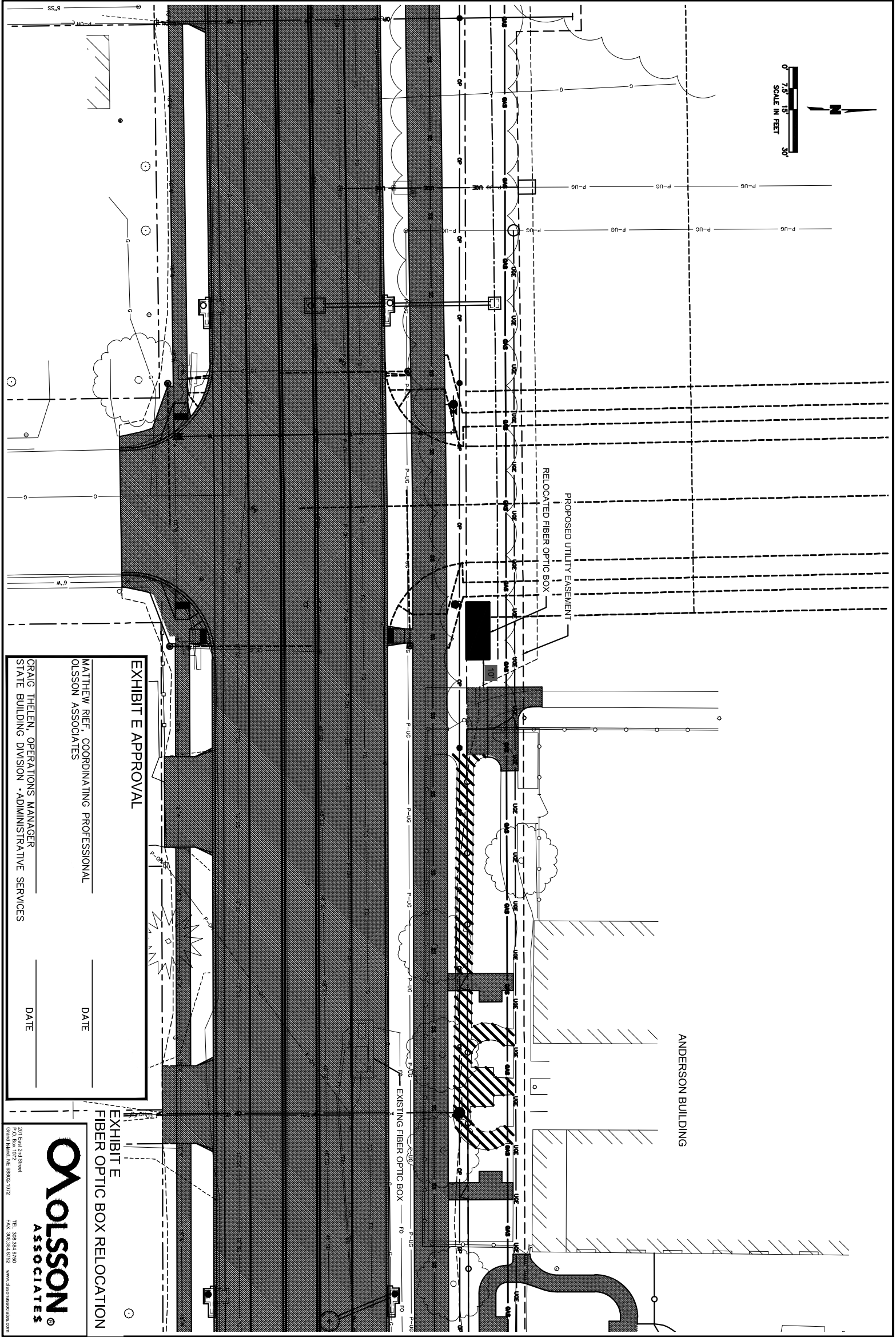
DATE

EXHIBIT C
UNDERGROUND POWER RELOCATION

OLSSON
ASSOCIATES

201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68802-1072
TEL: 308.384.2750
FAX: 308.384.8792
www.olsonassociates.com





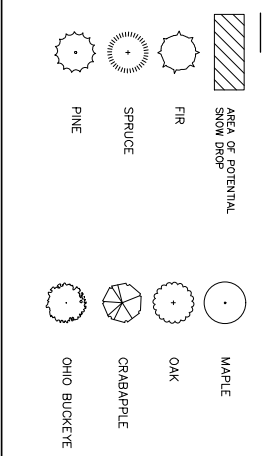
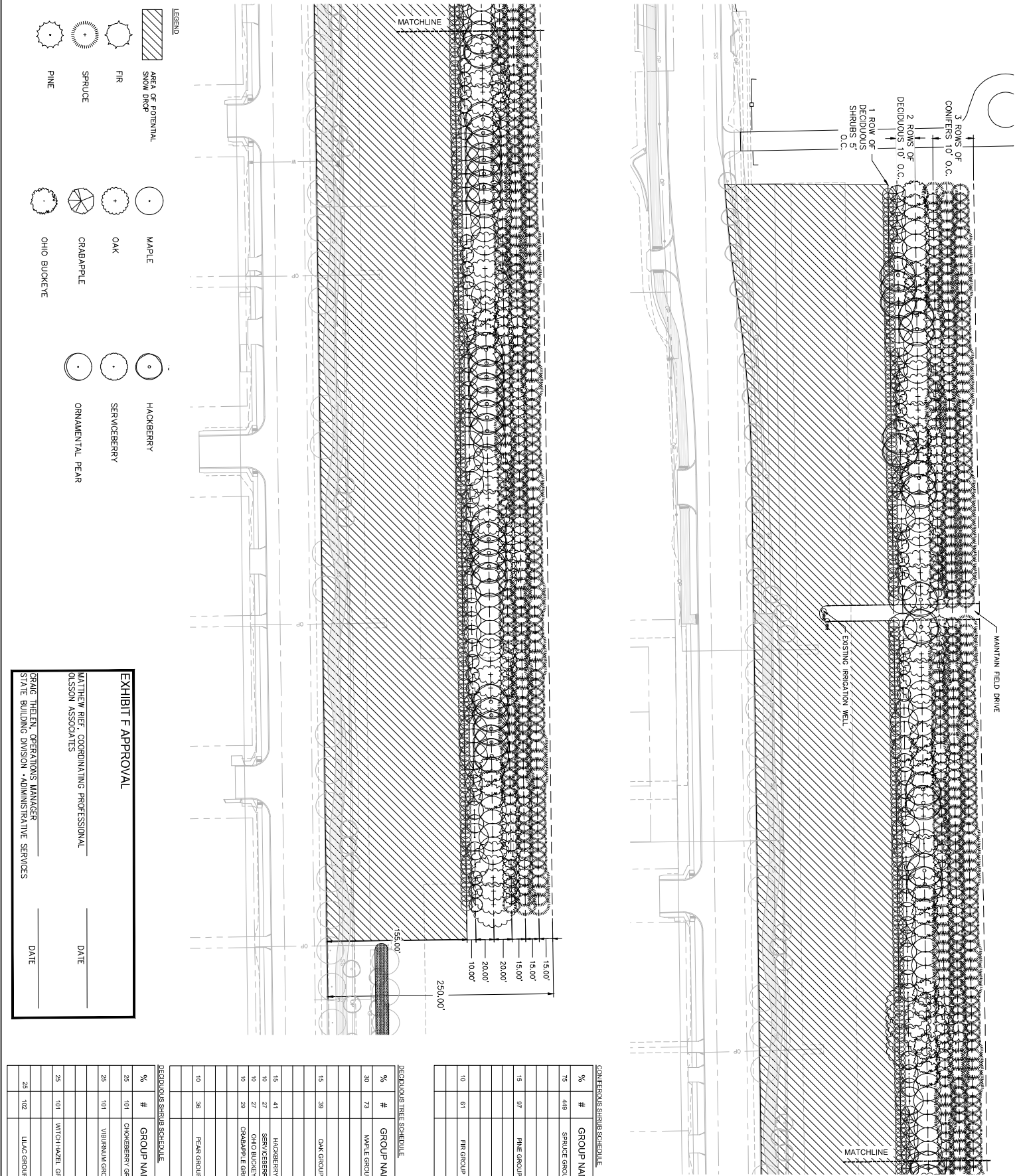


EXHIBIT F APPROVAL

MATTHEW RIEF, COORDINATING PROFESSIONAL
OLSSON ASSOCIATES

DATE

CRAIG THELEN, OPERATIONS MANAGER
STATE BUILDING DIVISION • ADMINISTRATIVE SERVICES

DATE

DECIDUOUS TREE SCHEDULE					
%	#	GROUP NAME	COMMON NAME	MATURE HEIGHT	MATURE SPREAD
30	73	MAPLE GROUP	AHAR MAPLE	15-20'	15'
			NORWAY MAPLE	55-60'	55-60'
			AUTUMN BLAZE MAPLE	95-100'	40-45'
15	39	OAK GROUP	RED OAK	70'	50'
			SWAMP WHITE OAK	50-60'	40-50'
			BUR OAK	70'	70'
15	41	HACKBERRY		55-75'	50'
10	27	SERVICEBERRY		20'	15'
10	27	OHIO BUCKEYE		35-40'	25-30'
10	29	CRABAPPLE GROUP	FRAGRANT PINE	15-20'	20'
			PROSTRATE	15-20'	30'
			SPRING SNOW	25-30'	15'
10	36	PEAR GROUP	CAPITAL PEAR	35-40'	15-18'
			ARISTOCAT PEAR	30-35'	20-25'

DECIDUOUS SHRUB SCHEDULE					
%	#	GROUP NAME	COMMON NAME	MATURE HEIGHT	MATURE SPREAD
25	101	CHOKEBERRY GROUP	BRIGHT RED	8'	7'
25	101	VIBURNUM GROUP	ARROWWOOD	10'	10'
			AMERICAN CHOKEBERRY	10'	10'
			BLACKAWAY	13'	10'
25	101	WITCH HAZEL GROUP	COMMON WITCH HAZEL	12'	15'
			VERNAL WITCH HAZEL	10'	10'
25	102	LILAC GROUP	MISS KIM LILAC	8'	5'

CONIFEROUS SHRUB SCHEDULE					
%	#	GROUP NAME	COMMON NAME	MATURE HEIGHT	MATURE SPREAD
75	446	SPRUCE GROUP	COUGLAND SPRUCE	50'	25'
			BLACKHILLS SPRUCE	35-45'	20'
			NORWAY SPRUCE	45-60'	20'
15	97	PINE GROUP	EASTERN WHITE PINE	50'	20'
			BURCHER PINE	40'	20'
			LIMBER PINE	45-60'	25-30'
			SWISS STONE PINE	35-40'	15-20'
10	61	FIR GROUP	CONCOLOR FIR	45-60'	25'
			CANADIAN FIR	45-60'	25-30'

DESIGNED BY: MHA
APPROVED BY: MHA
CHECKED BY: MHA
DRAWING NO.: 0112414
DATE: 07/03/13

EXHIBIT F
TREE WINDBREAK PLAN

PROJECT TITLE
PHASE OR ADDITION

GRAND ISLAND, NE

REV. NO. 2013

REVISIONS DESCRIPTION

REVISIONS

OLSSON ASSOCIATES

2111 South 67th Street, Suite 200
Omaha, NE 68106

TEL 402.341.1116
FAX 402.341.5895
www.olssonassociates.com

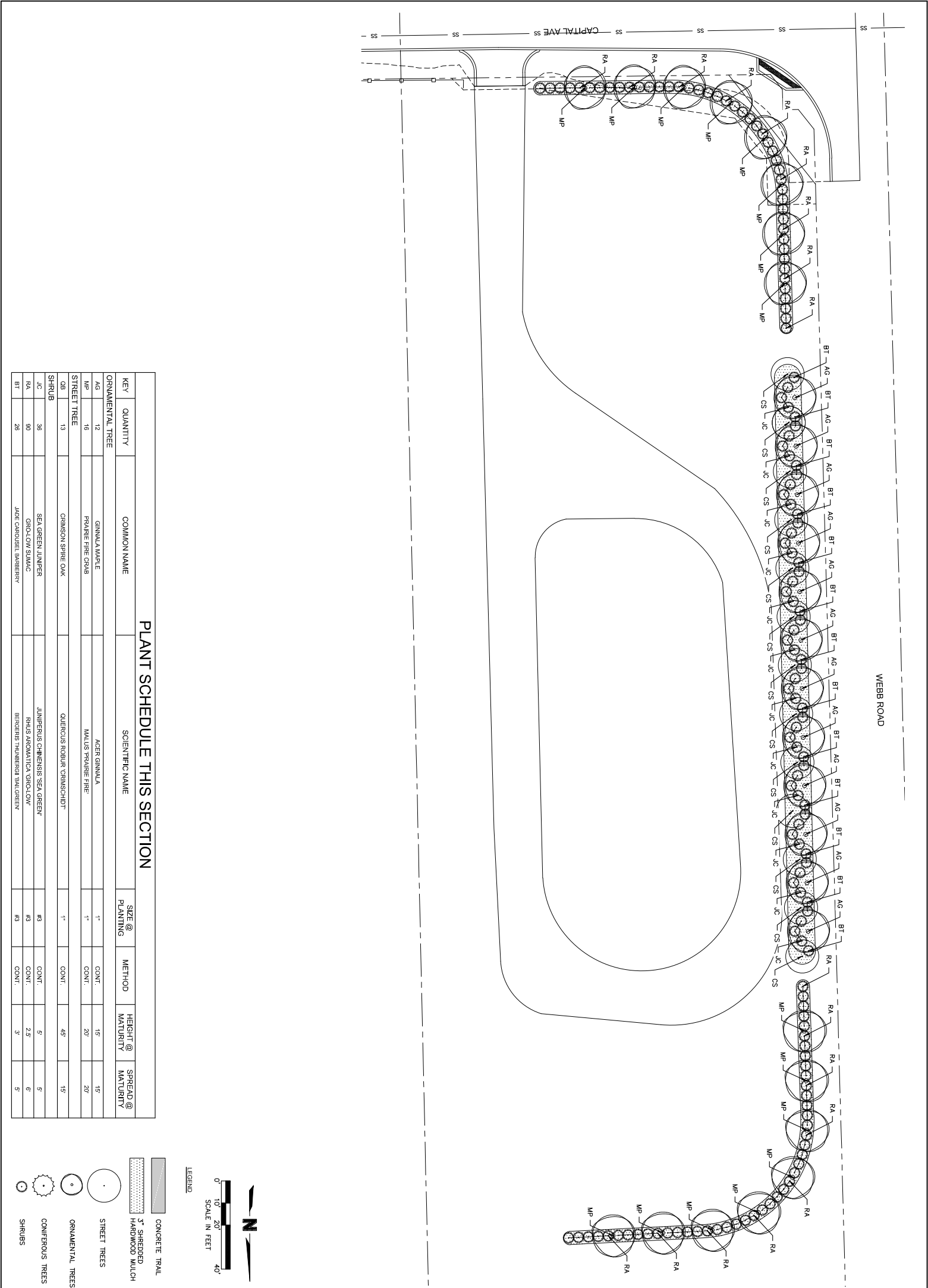


EXHIBIT G
CONCEPTUAL LANDSCAPE PLAN

CAPITAL AVE CORRIDOR IMPROVEMENTS
NEBRASKA VETERANS HOME

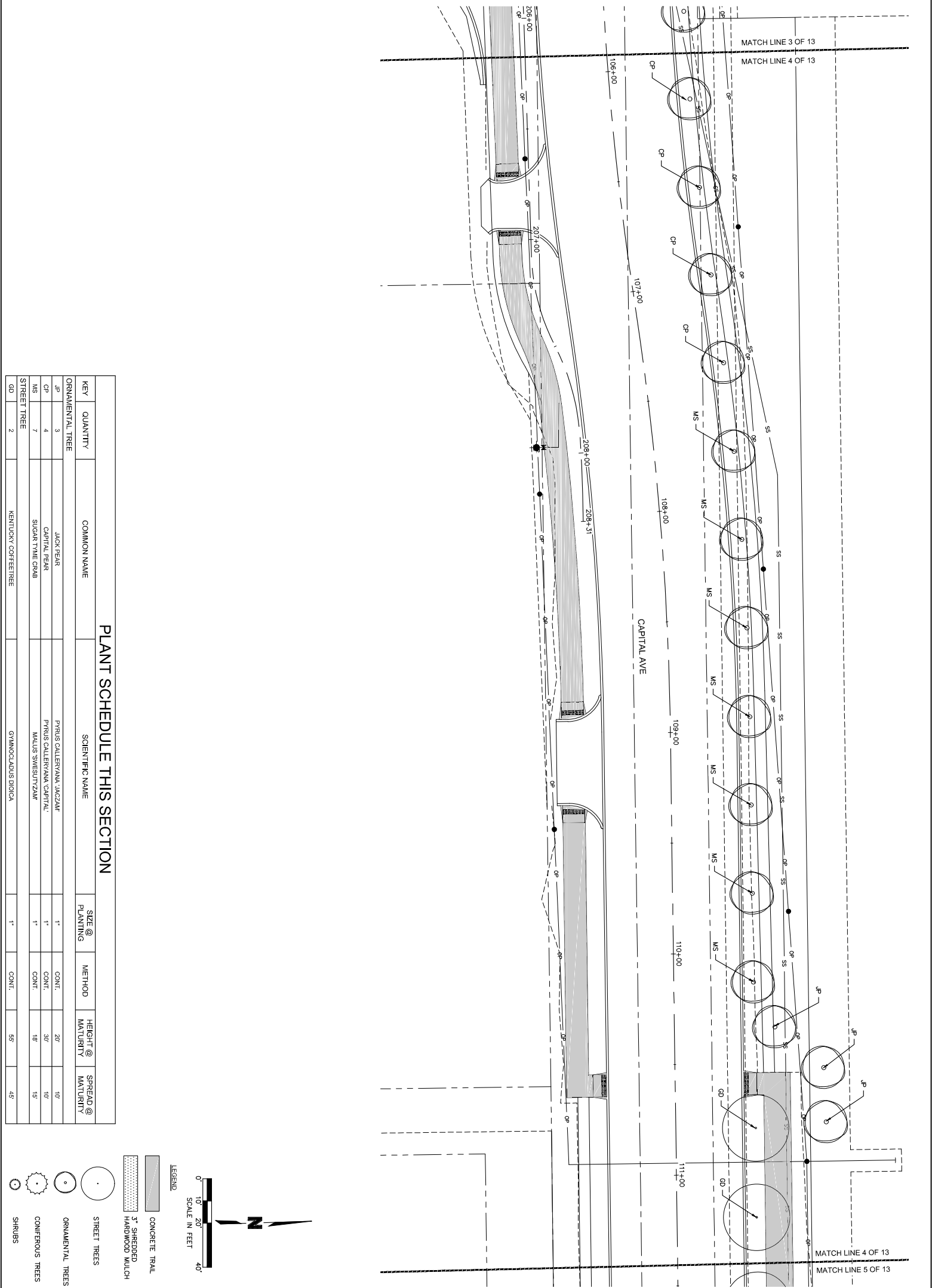
GRAND ISLAND, NE

2013


REV. NO.	DATE	REVISIONS DESCRIPTION


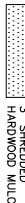




2111 South 67th Street, Suite 200
Omaha, NE 68106


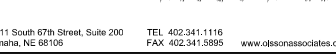
TEL 402.341.1116
FAX 402.341.5895
www.molssonassociates.com



PLANT SCHEDULE THIS SECTION							
KEY	QUANTITY	COMMON NAME	SCIENTIFIC NAME	SIZE @ PLANTING	METHOD	HEIGHT @ MATURITY	SPREAD @ MATURITY
ORNAMENTAL TREE							
JP	3	JACK PEAR	PIRUS CALLERYANA 'JACZAR'	1"	CONT.	20'	10'
CP	4	CAPITAL PEAR	PIRUS CALLERYANA 'CAPITAL'	1"	CONT.	30'	10'
MS	7	SUGAR TWIG CRAB	MAIUS SWEETSYZAM'	1"	CONT.	18'	15'
STREET TREE							
GD	2	KENTUCKY COFFEE TREE	GYMNOCLADUS DIOICA	1"	CONT.	55'	45'

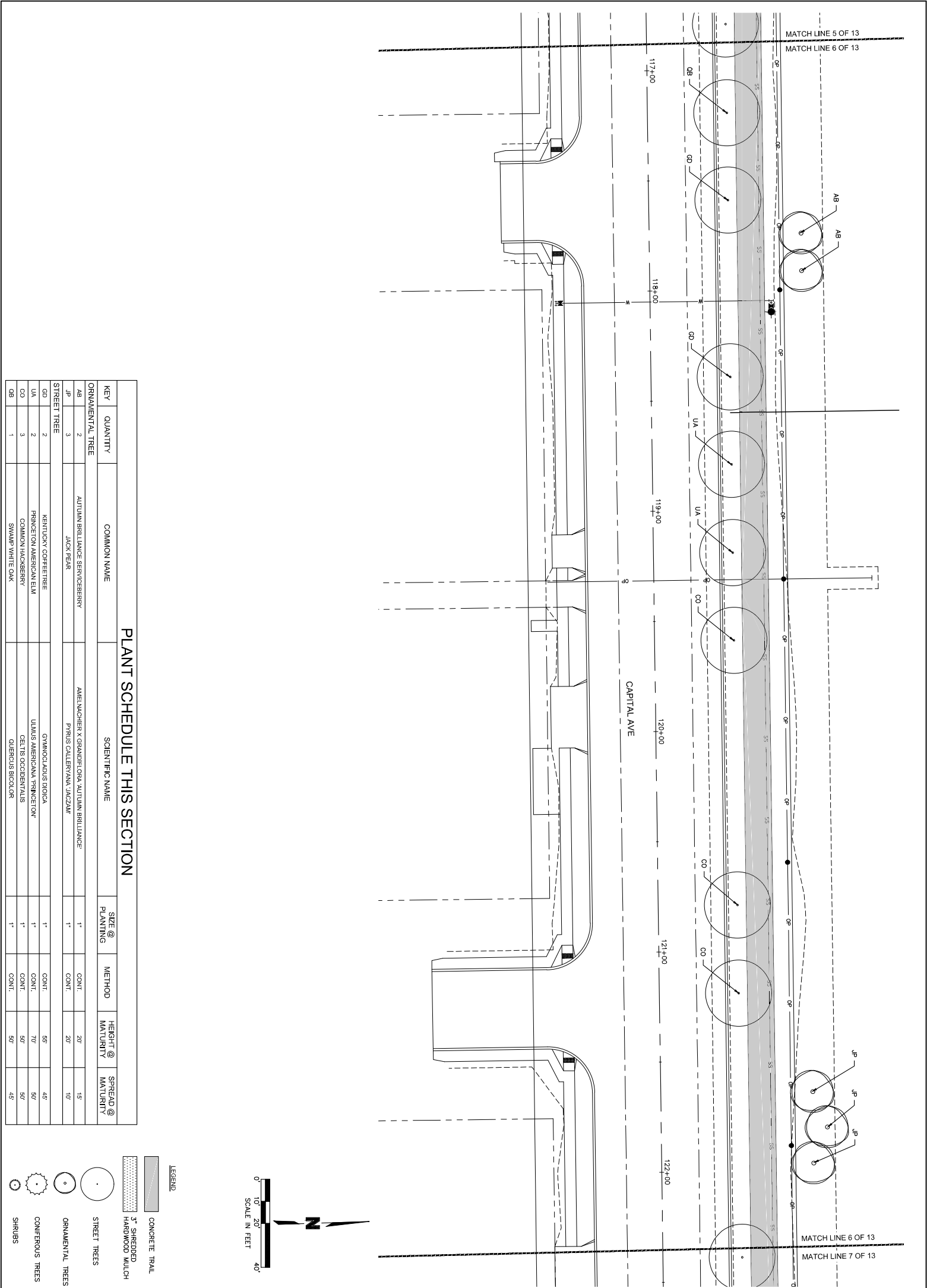

0 10' 20' 40'
SCALE IN FEET

LEGEND
 CONCRETE TRAIL
 3" SHREDED HARDWOOD MULCH
 STREET TREES
 ORNAMENTAL TREES
 CONIFEROUS TREES
 SHRUBS

<div>drawn by:  checked by:  project no.: 011-2414 drawing no.: 02.000003</div>	SHEET 4 of 13	EXHIBIT G CONCEPTUAL LANDSCAPE PLAN		REV. NO.	DATE	REVISIONS DESCRIPTION
		CAPITAL AVE COORIDOR IMPROVEMENTS NEBRASKA VETERANS HOME				
GRAND ISLAND, NE		2013	REVISIONS			

2111 South 67th Street, Suite 200
Omaha, NE 68106

TEL 402.341.1116
FAX 402.341.8895
www.cjssolssonassociates.com



PLANT SCHEDULE THIS SECTION					
KEY	QUANTITY	COMMON NAME	SCIENTIFIC NAME	SIZE @ PLANTING	METHOD
ORNAMENTAL TREE					
AB	2	AUTUMN BRILLIANCE SERVICEBERRY	AMELACHIER X GRANDIFLORA AUTUMN BRILLIANCE	1"	CONT.
JP	3	JACK PEAR	PYRUS CALLERYANA 'JACZAR'	1"	CONT.
STREET TREE					
GO	2	KENTUCKY COFFEETREE	GYMNOCLADUS DIOICA	1"	CONT.
UA	2	PRINCETON AMERICAN ELM	ULMUS AMERICANA 'PRINCETON'	1"	CONT.
CO	3	COMMON HACKBERRY	CELTIS OCCIDENTALIS	1"	CONT.
OB	1	SWAMP WHITE OAK	QUERCUS BICOLOR	1"	CONT.

LEGEND

CONCRETE TRAIL

3" SHREDED
HARDWOOD MULCH

STREET TREES

ORNAMENTAL TREES

CONIFEROUS TREES

SHRUBS

EXHIBIT G
CONCEPTUAL LANDSCAPE PLAN

CAPITAL AVE CORRIDOR IMPROVEMENTS
NEBRASKA VETERANS HOME

GRAND ISLAND, NE

2013

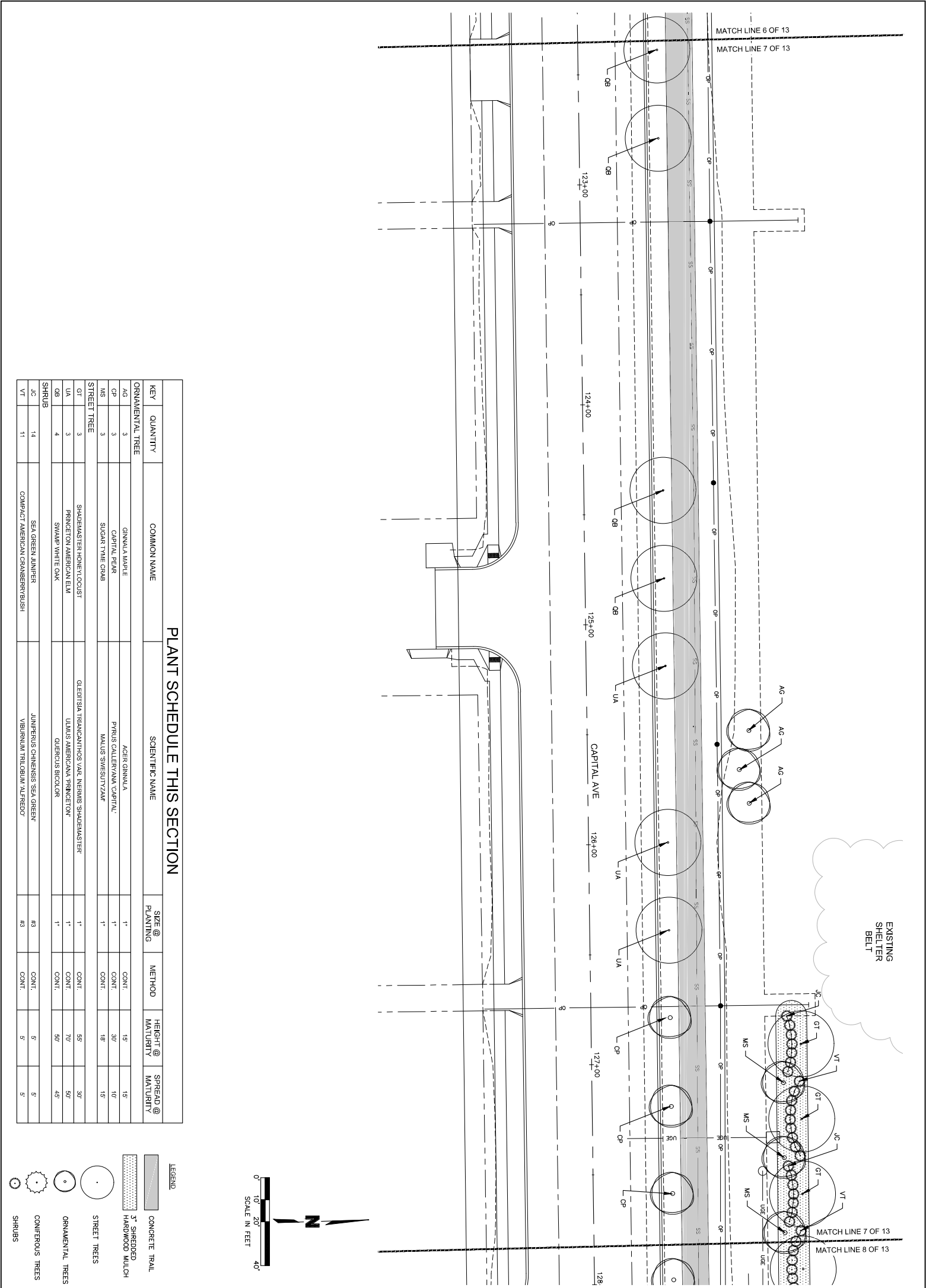
REVISIONS

REV. NO.	DATE	REVISIONS DESCRIPTION

2111 South 67th Street, Suite 200
Omaha, NE 68106

TEL 402.341.1116
FAX 402.341.8895

www.molssonassociates.com

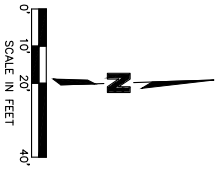


PLANT SCHEDULE THIS SECTION

KEY	QUANTITY	COMMON NAME	SCIENTIFIC NAME	SIZE @ PLANTING	METHOD	HEIGHT @ MATURITY	SPREAD @ MATURITY
ORNAMENTAL TREE							
AG	3	GINNALA MAPLE	ACER GINNALA	1"	CONT.	15'	15'
CP	3	CAPITAL PEAR	PYRUS CALLERYANA 'CAPITAL'	1"	CONT.	30'	10'
MS	3	SUGAR TINE OAK	MAULUS SUREUTZMAN	1"	CONT.	18'	15'
STREET TREE							
GT	3	SHADEMASTER HONEYLOCUST	GLEDITSIA TRIANGANTHOS VAR. INERMIS 'SHADEMASTER'	1"	CONT.	55'	30'
UA	3	PRINCETON AMERICAN ELM	ULMUS AMERICAN 'PRINCETON'	1"	CONT.	70'	50'
OB	4	SWAMP WHITE OAK	QUERCUS BICOLOR	1"	CONT.	50'	45'
SHRUB							
JC	14	SEA GREEN JUNIPER	JUNIPERUS CHINENSIS 'SEA GREEN'	#3	CONT.	5'	5'
VT	11	COMPACT AMERICAN CRANBERRYBUSH	VIBURNUM TRILOBUM 'ALFREDO'	#3	CONT.	5'	5'

LEGEND

- CONCRETE TRAIL
- 3" SHREDED HARDWOOD MULCH
- STREET TREES
- ORNAMENTAL TREES
- CONIFEROUS TREES
- SHRUBS



drawn by:
checked by:
designed by:
project no.: 011-2414
drawing no.: EXHIBIT
207.000003

EXHIBIT G
CONCEPTUAL LANDSCAPE PLAN

CAPITAL AVE CORRIDOR IMPROVEMENTS
NEBRASKA VETERANS HOME

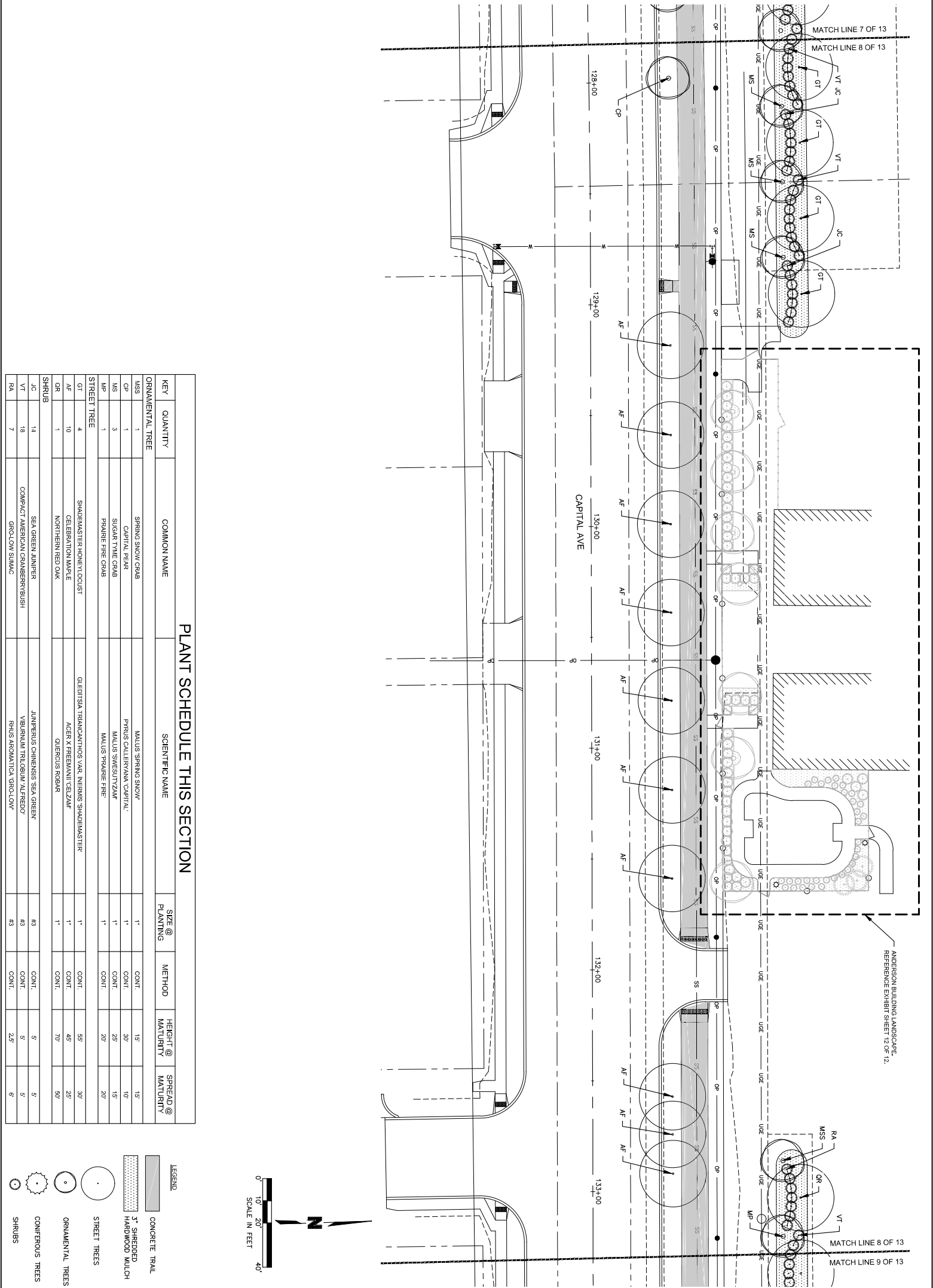
GRAND ISLAND, NE

2013

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SHEET
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PLANT SCHEDULE THIS SECTION							
KEY	QUANTITY	COMMON NAME	SCIENTIFIC NAME	SIZE @ PLANTING	METHOD	HEIGHT @ MATURITY	SPREAD @ MATURITY
ORNAMENTAL TREE							
MSS	1	SPRING SNOW CRAB	MALUS 'SPRING SNOW'	1"	CONT.	15'	15'
CP	1	CAPITAL PEAR	PIRUS CALLERYANA 'CAPITAL'	1"	CONT.	30'	10'
MS	3	SUGAR TYME CRAB	MALUS 'SWESUTZAM'	1"	CONT.	25'	15'
MP	1	PRAIRIE FIRE CRAB	MALUS 'PRAIRIE FIRE'	1"	CONT.	20'	20'
STREET TREE							
GT	4	SHADEMASTER HONEYLOCUST	GLEITSIA TRIANGANTHOS VAR. NEMNIS SHADEMASTER	1"	CONT.	55'	30'
AF	10	CELEBRATION MAPLE	ACER X FREEMANI 'CELEBRATION'	1"	CONT.	45'	25'
OR	1	NORTHERN RED OAK	QUERCUS ROBAR	1"	CONT.	70'	50'
SHRUB							
JC	14	SEA GREEN JUNIPER	JUNIPERUS CHINENSIS 'SEA GREEN'	#3	CONT.	5'	5'
VT	18	COMPACT AMERICAN CRANBERRYBUSH	VIBURNUM TRICOLORUM 'ALFREDO'	#3	CONT.	5'	5'
RA	7	GRO-LOW SUMAC	RHUS ARNICA 'GRO-LOW'	#3	CONT.	2.5'	6'

LEGEND

CONCRETE TRAIL

3\" SHREDED HARDWOOD MULCH

STREET TREES

ORNAMENTAL TREES

CONFERTOUS TREES

SHRUBS

drawn by:
checked by:
designed by:
project no.: 011-2414
drawing no.: EXHIBIT 8

EXHIBIT G
CONCEPTUAL LANDSCAPE PLAN

CAPITAL AVE COORIDOR IMPROVEMENTS
NEBRASKA VETERANS HOME

GRAND ISLAND, NE

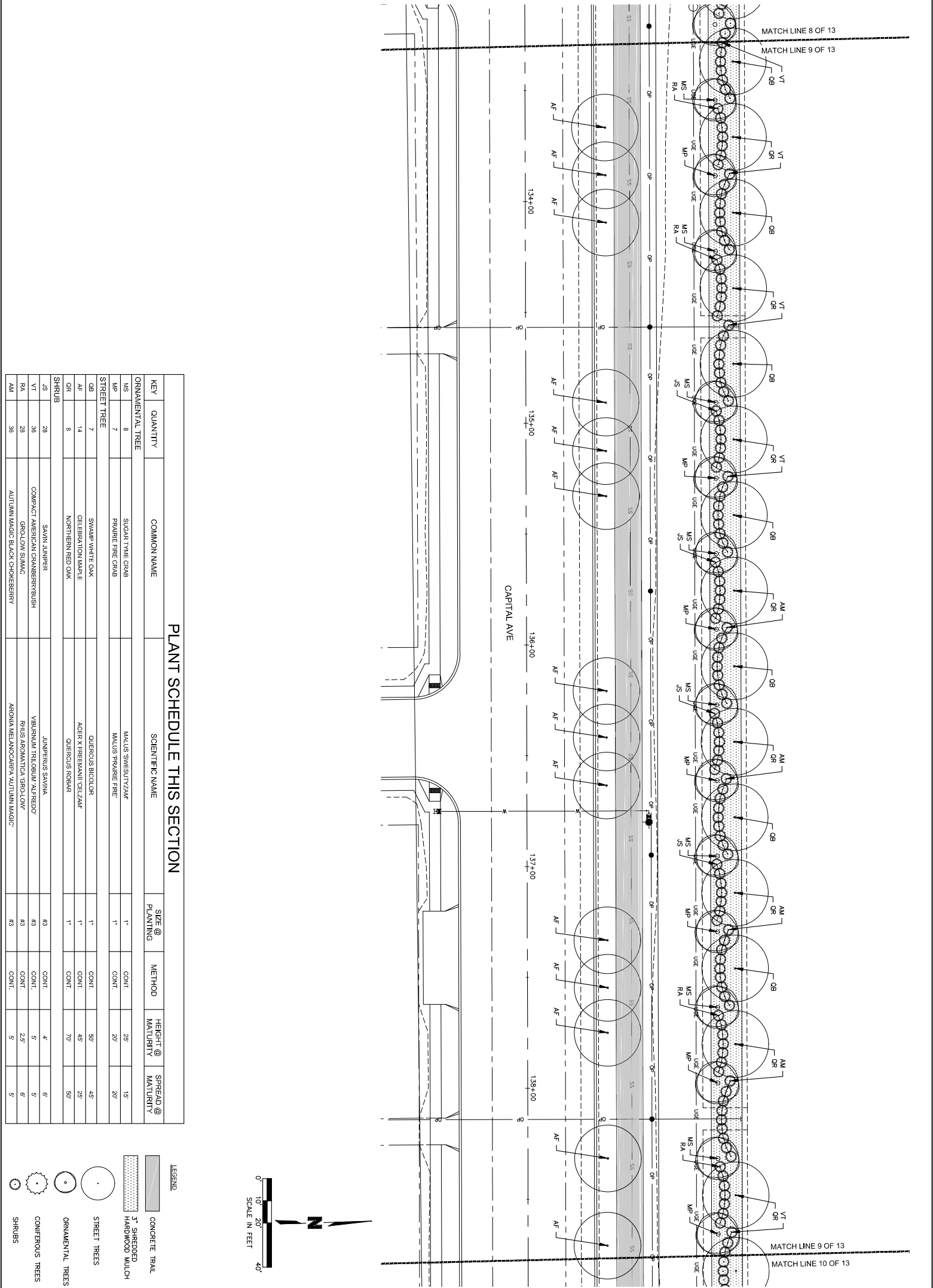
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ORNAMENTAL TREE							
MS	8	SUGAR TWIG CRAB	MALUS SYESTUTZAM	1"	CONT.	25'	15'
MP	7	PRAIRIE FIRE CRAB	MALUS PRAIRIE FIRE	1"	CONT.	20'	20'
STREET TREE							
QB	7	SWAMP WHITE OAK	QUERCUS BICOLOR	1"	CONT.	50'	45'
AF	14	CELEBRATION MAPLE	ACER X FREEMANI 'CELEZAM'	1"	CONT.	45'	25'
OR	8	NORTHERN RED OAK	QUERCUS ROBAR	1"	CONT.	70'	50'
SHRUB							
JS	28	SAVIN JUNIPER	JUNIPERUS SAMIA	#3	CONT.	4'	6'
V1	36	COMPACT AMERICAN CRANBERRYBUSH	VIBURNUM TRILOBUM 'ALFREDO'	#3	CONT.	5'	5'
RA	28	GRO-LOW SUMAC	RHUS AROMATICA 'GRO-LOW'	#3	CONT.	2.5'	6'
AM	36	AUTUMN MAGIC BLACK CHOKEBERRY	ARONIA MELANOCARPA 'AUTUMN MAGIC'	#3	CONT.	5'	5'

LEGEND

- CONCRETE TRAIL
- 3" SHREDED HARDWOOD MULCH
- STREET TREES
- ORNAMENTAL TREES
- CONFEROUS TREES
- SHRUBS

EXHIBIT G
CONCEPTUAL LANDSCAPE PLAN

CAPITAL AVE CORRIDOR IMPROVEMENTS
NEBRASKA VETERANS HOME

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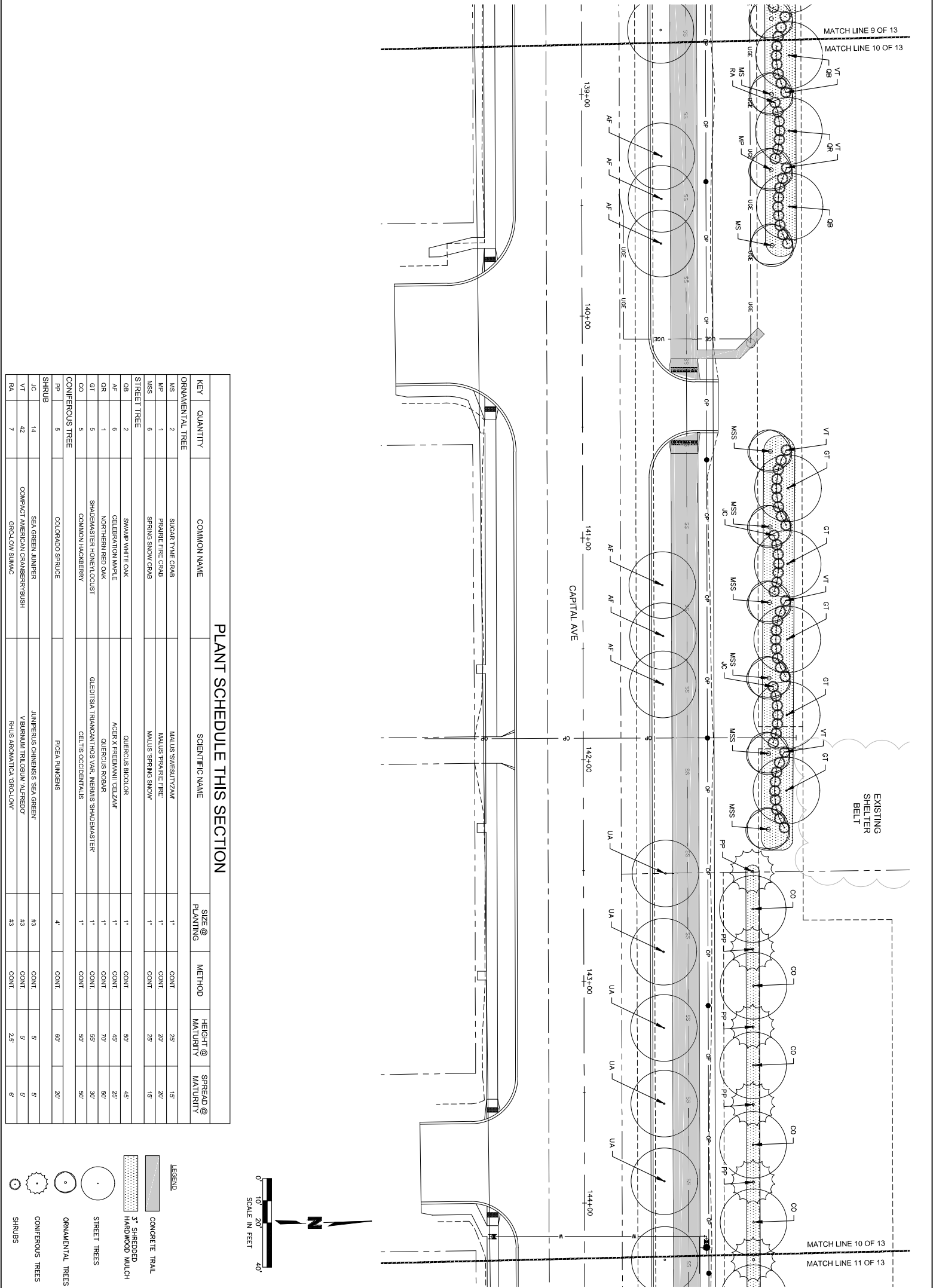
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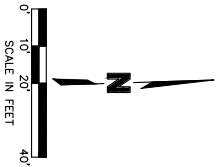
SHEET
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drawn by: MAM
checked by: MAM
QA/QC by: MAM
project no.: 011-2414
drawing no.: EXHIBIT G
2013.08.03



PLANT SCHEDULE THIS SECTION

KEY	QUANTITY	COMMON NAME	SCIENTIFIC NAME	SIZE @ PLANTING	METHOD	HEIGHT @ MATURITY	SPREAD @ MATURITY
ORNAMENTAL TREE							
MS	2	SUGAR TYME CRAB	MALUS SYREUTZAM	1"	CONT.	25'	15'
MP	1	PRAIRIE FIRE CRAB	MALUS PRAIRIE FIRE	1"	CONT.	20'	20'
MSS	6	SPRING SNOW CRAB	MALUS SPRING SNOW	1"	CONT.	25'	15'
STREET TREE							
OB	2	SWAMP WHITE OAK	QUERCUS BICOLOR	1"	CONT.	50'	45'
AF	6	CELEBRATION MAPLE	ACER X FRIEMANII CELZAM	1"	CONT.	45'	25'
GR	1	NORTHERN RED OAK	QUERCUS ROBAR	1"	CONT.	70'	50'
GT	5	SHADEMASTER HONEYLOCUST	GLEDITSIA TRIMACANTHOS VAR. INERMIS SHADEMASTER	1"	CONT.	55'	30'
CO	5	COMMON HACKBERRY	CELTIS OCCIDENTALIS	1"	CONT.	50'	50'
CONIFEROUS TREE							
PP	5	COLORADO SPRUCE	PICEA PARVENS	4"	CONT.	80'	20'
SHRUB							
JC	14	SEA GREEN JUNIPER	JUNIPERUS CHINENSIS SEA GREEN	#3	CONT.	5'	5'
VT	42	COMPACT AMERICAN CRANBERRYBUSH	VIBURNUM TRICOLOR ALFREDO	#3	CONT.	5'	5'
RA	7	GRO-LOW SUMAC	RHUS AROMATICA GRO-LOW	#3	CONT.	2.5'	6'



- LEGEND
- CONCRETE TRAIL
 - 3" SHREDED HARDWOOD MULCH
 - STREET TREES
 - ORNAMENTAL TREES
 - CONIFEROUS TREES
 - SHRUBS

drawn by:
checked by:
date:
project no.:
drawing no.:

EXHIBIT G
CONCEPTUAL LANDSCAPE PLAN

CAPITAL AVE COORIDOR IMPROVEMENTS
NEBRASKA VETERANS HOME

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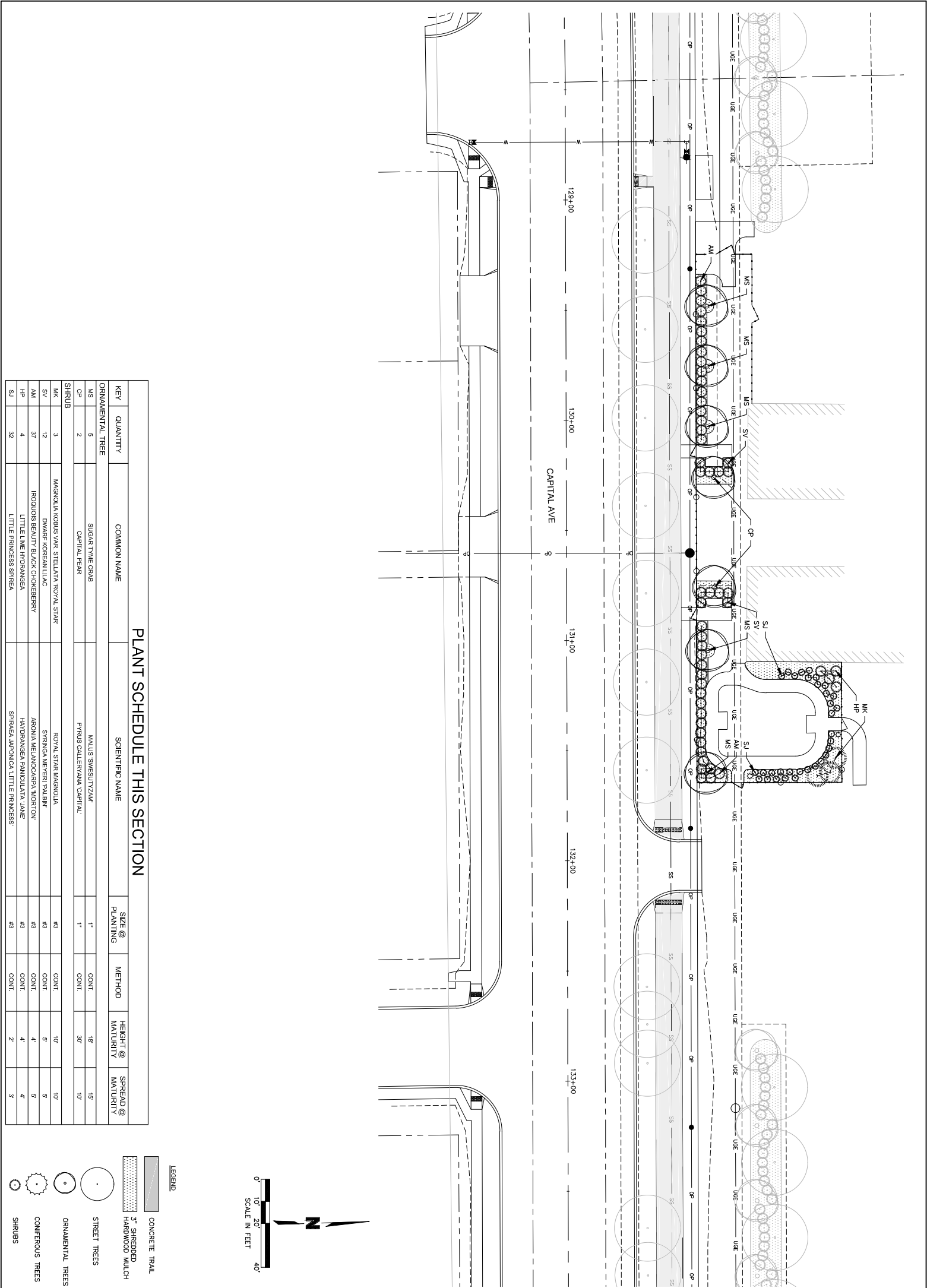
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Grand Island

Council Session - 8/13/2013

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PLANT SCHEDULE THIS SECTION							
KEY	QUANTITY	COMMON NAME	SCIENTIFIC NAME	SIZE @ PLANTING	METHOD	HEIGHT @ MATURITY	SPREAD @ MATURITY
ORNAMENTAL TREE							
MS	5	SUGAR TINE CRAB	MALUS SWESUTZAM	1"	CONT.	18'	15'
CP	2	CAPITAL PEAR	PERUS CALIFORNIA CAPITAL	1"	CONT.	30'	10'
SHRUB							
MK	3	MAGNOLIA KOBUS VAR. STELLATA ROYAL STAR	ROYAL STAR MAGNOLIA	#3	CONT.	10'	10'
SV	12	DWARF KOREAN LILAC	SPRINGDA MEYER PALMINE	#3	CONT.	5'	5'
AM	37	IRGODIUS BEAUTY BLACK CHOKEBERRY	ARONIA MELANOCARPA MORTON	#3	CONT.	4'	5'
HP	4	LITTLE LIME HYDRANGEA	HAYDRANGEA PANICULATA JANE	#3	CONT.	4'	4'
SL	32	LITTLE PRINCESS SPIREA	SPIREA JAPONICA LITTLE PRINCESS	#3	CONT.	2'	3'

LEGEND

CONCRETE TRAIL

3" SHREDED HARDWOOD MULCH

STREET TREES

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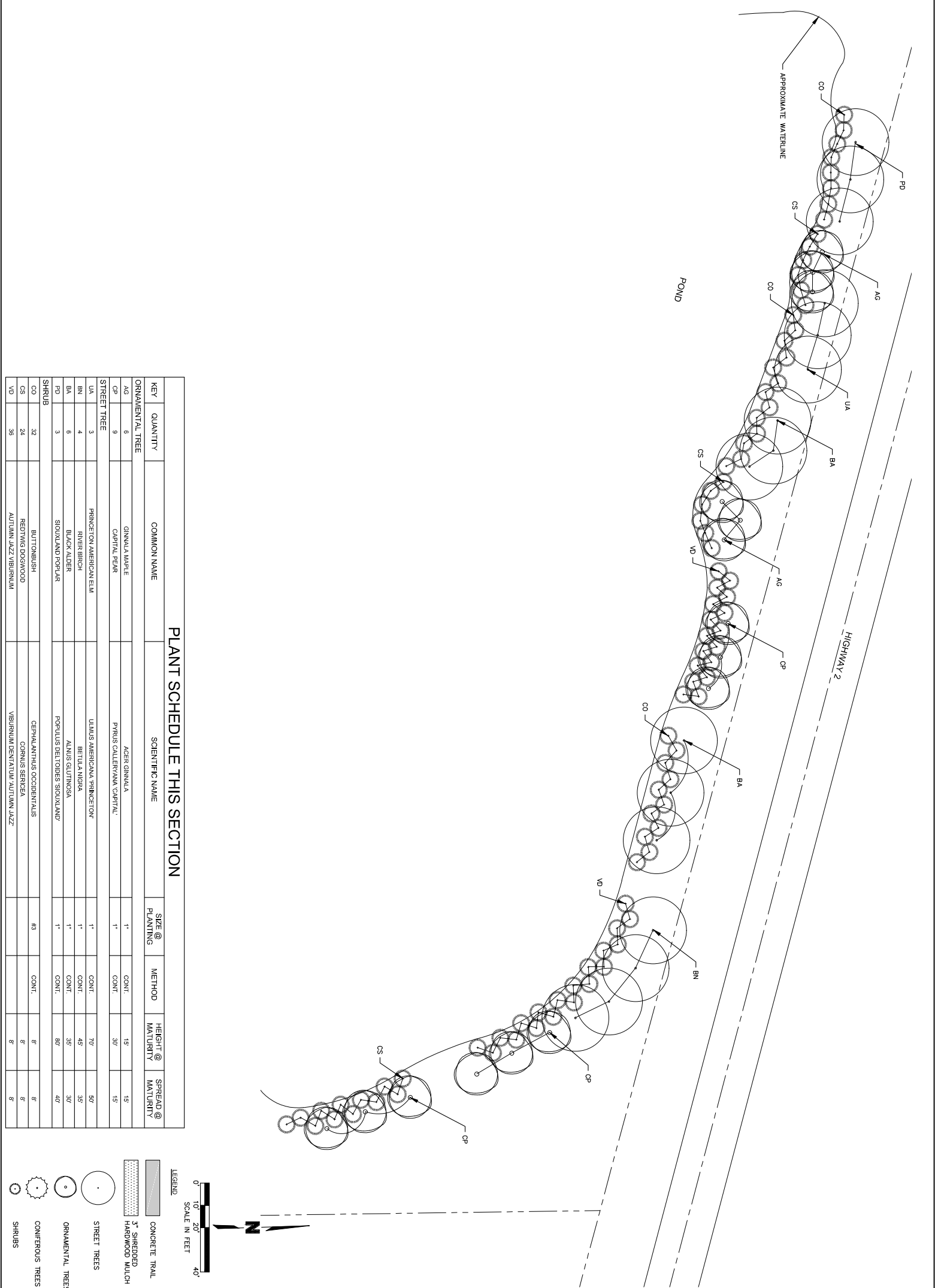
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checked by:
designed by:
QA/QC by:
project no.: 011-2414
drawing no.: EXHIBIT
2013.06.03

EXHIBIT G
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