



City of Grand Island

Tuesday, June 10, 2003

Council Session

Item G11

#2003-151 - Approving Acquisition of Utility Easement - 3721 and 3755 West 13th Street - Shafer Properties - LLC

This item relates to the aforementioned Public Hearing.

Background:

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to property of Shafer Properties located on 13th Street and Cedar Ridge Court – 3721 and 3755 West 13th Street, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

New apartments will be constructed at this location. The easements will be used to locate underground cable and pad mounted transformers to serve electricity to the site.

Recommendation:

Approve the request to obtain the needed easement.

Fiscal Effects:

One dollar (\$1.00) for the easement will be paid to the grantor.

Alternatives:

As suggested by City Council. See attached RESOLUTION.

Staff Contact: Gary R. Mader

R E S O L U T I O N 2003-151

WHEREAS, a public utility easement is required by the City of Grand Island, from Shafer Properties, LLC, a limited liability company, to install, upgrade, maintain, and repair public utilities and appurtenances; and

WHEREAS, a public hearing was held on June 10, 2003, for the purpose of discussing the proposed acquisition of an easement and right-of-way through a part of Lot One (1) and Lot Two (2) Cedar Ridge First Subdivision in the city of Grand Island, Hall County, Nebraska, the utility easement and right-of-way tract being more particularly described as follows:

The southerly twenty (20.0) feet and the westerly ten (10.0) feet of Lot One (1) and the southerly twenty (20.0) feet of Lot Two (2) Cedar Ridge Second Subdivision.

The above-described easement and right-of-way containing 0.284 acres, more or less, are shown on the plat dated May 22, 2003, marked Exhibit "A" attached hereto and incorporated herein by reference.

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 acquire a public utility easement from Shafer Properties, LLC, a limited liability company, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 10, 2003.

RaNae Edwards, City Clerk

•THIS SPACE RESERVED FOR REGISTER OF DEEDS•

UTILITY EASEMENT

SHAFER PROPERTIES, LLC, herein called Grantor, in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, hereby grants and conveys unto the
CITY OF GRAND ISLAND, NEBRASKA,

a municipal corporation in Hall County, Nebraska, herein called Grantee, a permanent and perpetual easement and right-of-way to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances connected therewith, in, upon, above, along, over, across, underneath, and through a part of Lot One (1) and Lot Two (2) Cedar Ridge First Subdivision in the city of Grand Island, Hall County, Nebraska; the utility easement and right-of-way being more particularly described as follows:

The Southerly twenty (20.0) feet and the Westerly ten (10.0) feet of Lot One (1) and the southerly twenty (20.0) feet of Lot Two (2) Cedar Ridge First Subdivision.

The above-described easement and right-of-way containing 0.284 acres, more or less, as shown on the plat dated 5/22/2003, marked Exhibit "A", attached hereto and incorporated herein by reference,

together with the following rights:

Grantee shall have unrestricted ingress and egress to the above-described easement and right-of-way for any purpose necessary for the surveying, construction, inspection, maintenance, repair, replacement, relocation, extension, removal, and operation of such public utilities and appurtenances. Such rights of ingress and egress shall be exercised in a reasonable manner.

Grantee shall have the right to excavate and refill ditches and trenches necessary for such public utilities and appurtenances; to remove, clear, and keep clear, trees, bushes, hedges, undergrowth, and/or any other obstructions interfering with the surveying, construction, inspection, maintenance, repair, replacement, relocation, extension, removal, and operation of such public utilities and appurtenances.

Grantor shall have the right to use the easement and right-of-way for purposes not inconsistent with Grantee's full enjoyment of the rights herein granted, provided that 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 easement and right-of-way herein granted.

Grantor and Grantee hereto agree that Grantor shall have the right to hard surface over the easement and right of way and use the easement and right-of-way for parking and ingress and egress; provided if Grantee needs to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, or operate such public utilities and appurtenance within such easement and right-of-way, the cost of removal and repair of any hard surfacing or such area lighting appurtenances placed in, along, or through the easement and right-of-way shall be paid by Grantor.

Grantee shall have the right at any time, to relocate, add, or upgrade such public utilities and appurtenances connected therewith, in, upon, above, along, over, across, underneath, or through the easement and right-of-way herein granted. Any such public utilities and appurtenances placed in, upon, above, along, over, across, underneath, or through such tract of land shall remain the property of Grantee, and may be removed or replaced at any time.

It is further agreed that Grantor has lawful possession of said real estate, good right and lawful authority to make such conveyance; and that Grantor on behalf of itself, all heirs, executors, administrators, successors, and assigns, hereby covenants that the rights and privileges herein granted shall run with the title to such tract of land, and be binding upon Grantor, all heirs, executors, administrators, successors, and assigns.

Dated _____.

SHAFER PROPERTIES, LLC

By: _____
Joel Shafer, Manager, Sole Member

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On this _____ day of _____, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared: JOEL SHAFER, manager, sole member of SHAFER PROPERTIES, LLC, to me known personally to be the identical person who signed the foregoing Utility Easement, and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.

Notary Public