



City of Grand Island

Tuesday, February 28, 2006

Council Session

Item G8

**#2006-63 - Approving Agreement for Construction Occupancy -
1215 East Hwy 30 - TLK Storage, LLC**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director
Meeting: February 28, 2006
Subject: Agreement for Construction Occupancy – 1215 E.
Highway 30 TLK Storage, LLC
Item #'s: G-8
Presenter(s): Gary R. Mader, Utilities Director

Background

The Utilities Department will be constructing a water line in the easement at the north side of Lot 2, Luzenac Third Subdivision. Nebraska State Law requires that acquisition of property or property right must be approved by City Council. The Utilities Department needs to acquire a construction easement adjacent to the permanent easement.

Discussion

The construction easement will be a temporary easement that will provide a place to deposit dirt from the water line trench, provide access to the construction area, and provide a location for construction materials while the line is built. The easement will cease to exist upon completion of the construction for Water Main Project 2005-W-12.

Alternatives

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

1. Make a motion to approve the Agreement for Construction Occupancy at 1215 East Highway 30
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the Agreement for Construction Occupancy between the City of Grand Island and TLK Storage, LLC.

Sample Motion

Motion to approve the Agreement for Construction Occupancy.

AGREEMENT FOR CONSTRUCTION OCCUPANCY

Agreement made and entered into by and between the City of Grand Island, a Municipal Corporation of the State of Nebraska, herein referred to as "City", and TLK Storage, LLC, a Nebraska limited liability company, herein referred to as "Owner", whether one or more.

Recitals

WHEREAS, the City intends to construct water mains on property owned by Owner, and

WHEREAS, it may be necessary for the City, its officers, agents, employees, contractors, subcontractors, and authorized representatives to enter upon, travel over, excavate, clear, backfill, store materials upon, and otherwise use the lands herein described which are owned by Owner.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained within this agreement, the parties agree as follows:

Section One Right of Entry

Owner hereby grants to the City, its officers, agents, employees, contractors, subcontractors, and authorized representatives the right to enter upon the following described premises to-wit:

Beginning at the Southwest corner of Lot Two (2) Luzenac Second Subdivision in the city of Grand Island, Hall County, Nebraska, also being a lot corner of Lot Two (2) Luzenac Third Subdivision; thence easterly along a northerly line of said Lot Two (2) Luzenac Third Subdivision and its extension on a bearing of N89°58'07"E, a distance of two hundred thirty and two tenths (230.2) feet to the easterly line of said Lot Two (2) Luzenac Third Subdivision; thence southerly along the easterly line of said Lot Two (2) Luzenac Third Subdivision on a bearing of S00°00'00"E, a distance of fifty (50.0) feet; thence westerly parallel to the northerly line of said Lot Two (2) Luzenac Third Subdivision and its extension on a bearing of S89°58'07"W, a distance of two hundred eighty one and three tenths (281.3) feet to the westerly line of said Lot Two (2) Luzenac Third Subdivision; thence northerly along the westerly line of said Lot Two (2) Luzenac Third Subdivision on a bearing of N00°00'00"W, a distance of fifty (50.0) feet; thence easterly along an extension of the northerly line of said Lot Two (2) Luzenac Third Subdivision on a bearing of N89°58'07"E, a distance of fifty one and one tenth (51.1) feet to the said Point of Beginning – except for the northerly twenty (20.0) feet thereof.

The above-described easement and right-of-way containing 0.323 acres, more or less, as shown on the plat dated 2/7/2006, marked Exhibit "A", attached hereto and incorporated herein by reference.

to do such work as may be necessary and/or appropriate for the construction of water mains and related facilities adjacent to such property. Such right of entry shall include, but not be limited to: the right to enter upon, travel over, excavate, clear fences, drives, trees, bushes, and other improvements, backfill, store materials upon, and otherwise use the above described premises.

Section Two
Term of Agreement

The premises may be occupied and used by the City for the purposes related hereto during the period beginning upon execution of this agreement and continuing until the construction work for Water Main Project 2005-W-12 has been completed. The City shall provide reasonable notification on the schedule of commencement and completion of operations.

Section Three
Compensation

The compensation for the Agreement for Construction Occupancy shall be One Dollar (\$1.00) and which the Owner hereby agrees to accept as full payment for the use of the above described property in accordance with this agreement.

Section Four
Restoration of Area

The City agrees that prior to construction, the topsoil shall be salvaged. Topsoil shall consist of friable surface soil up to one (1) foot in depth. Topsoil shall be removed from the designated areas and shall be stockpiled at approved locations. After project operations have been completed, as reasonably practical, the topsoil shall be replaced and restored to the grade prior to construction.

Dated: _____

CITY OF GRAND ISLAND, NEBRASKA,
a Municipal Corporation

TLK STORAGE, LLC, a Nebraska Limited
Liability Company

By: _____
Mayor

By: _____
Michael G. Wadzinski, Member

Attest: _____
City Clerk

By: _____
Debra Huber, Member

By: _____
Lori W. Polich, Member

U.S. HIGHWAY NO. 30

TALC DRIVE

LOT 2

LUZENAC 2ND SUBDIVISION

WESTERLY LINE- LOT 2 LUZENAC 3RD SUB.

EASTERLY LINE- LOT 2 LUZENAC 3RD SUB.

LOT 1

SW COR. LOT 2 LUZENAC 2ND SUB. POINT OF BEGINNING

N 89°58'07" E, 51.1'

N 0°00'00" W, 50.0'

N 89°58'07" E, 230.2'

S 0°00'00" E, 50.0'

S 89°58'07" W, 281.3'

LUZENAC 4TH SUBDIVISION

PART OF NE 1/4 SEC. 15, T-11-N, R-9-W

LOT 2

LUZENAC 3RD SUBDIVISION

LOT 2

1,611.76' A & R; S 00°00'00" E ASSUMED BEARING

BURLINGTON NORTHERN & SANTA FE RAILROAD



LEGEND

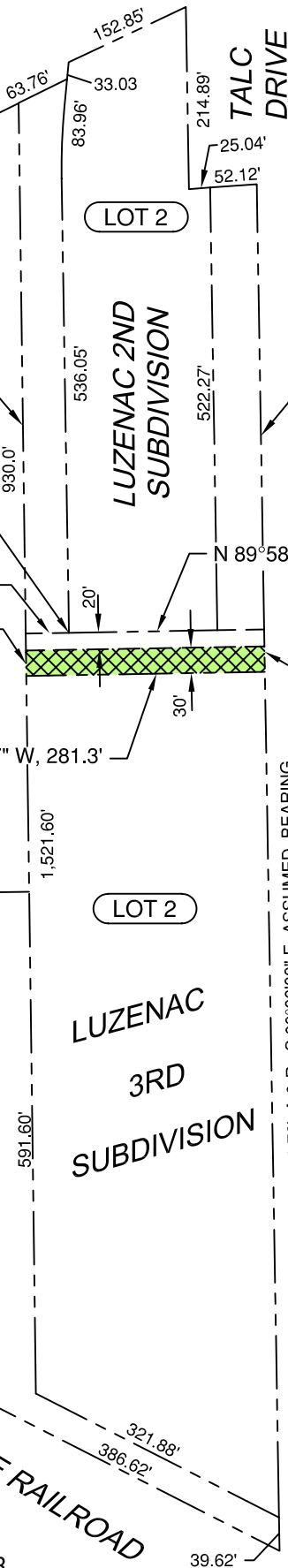


INDICATES 30' WIDE AREA FOR CONSTRUCTION OCCUPANCY

CITY OF GRAND ISLAND UTILITIES DEPARTMENT

EXHIBIT "A" AGREEMENT FOR CONSTRUCTION OCCUPANCY

DRN BY: K.J.M.	SCALE: 1"= 200'
DATE: 2/7/2006	FILE: LUZENAC



RESOLUTION 2006-63

WHEREAS, a temporary construction easement is required by the City of Grand Island, from TLK Storage, LLC, a Nebraska limited liability company, in Lot Two (2) Luzenac Third Subdivision to facilitate the construction of a water line in an adjacent permanent easement; and

WHEREAS, the construction easement will provide a place to deposit dirt from the water line trench, provide access to the construction area, and provide a location for construction materials while the water line is being built; and

WHEREAS, the construction easement will cease to exist upon completion of the construction for Water Main Project 2005- W- 12; and

WHEREAS, an Agreement for Construction Occupancy is necessary for this construction easement.

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 temporary construction easement from TLK Storage, LLC, a Nebraska limited liability company, to facilitate the construction of Water Main Project 2005- W- 12; and 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, February 28, 2006.

Margaret Hornady
City Council President / Interim Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
February 23, 2006 ☐ City Attorney