



# City of Grand Island

Tuesday, October 24, 2006

Council Session

## Item E4

**Public Hearing on Acquisition of Hike/Bike Path Easement  
Located at 2421 Sothman Road (Herbert F. Mayer, Jr. Trust)**

Staff Contact: Steve Paustian

# **Council Agenda Memo**

**From:** Steve Paustian, Parks and Recreation Director

**Meeting:** October 24, 2006

**Subject:** Easement Acquisition for Hike/Bike Trail at 2421  
Sothman Road

**Item #'s:** E-4 & G-16

**Presenter(s):** Steve Paustian, Parks and Recreation Director

## **Background**

A request for the development of a hike and bike trail connection from the St. Joe branch of the Union Pacific trail to Sothman Drive has been made by Mrs. Toni Mayer. The Parks Department verified that Mrs. Mayer's property has been heavily utilized by the Brentwood neighborhood as a pathway to the hike and bike trail.

## **Discussion**

Staff contacted Mrs. Toni Mayer to see if she was interested in providing an easement that would allow for a hike and bike connection. After negotiation, an easement to construct a trail connection was granted at no cost to the City by Mrs. Mayer.

## **Alternatives**

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

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the acceptance of the trail connector easement.

## **Sample Motion**

Motion to approve acceptance of trail connector easement.

HIKE/BIKE PATH EASEMENT

The undersigned, HERBERT F. MAYER, JR. TRUST, as Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration, received from the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, Grantee, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation (Grantee), a permanent and perpetual easement and right-of-way to construct, operate, maintain, extend, replace, repair and remove sidewalks and hike/bike paths along the following described tract of real estate:

A tract of land located in part of Lot Twelve (12), Block Three (3), Brentwood Second Subdivision of the City of Grand Island in Section Twenty-nine (29), Township Eleven (11) North, Range Nine (9), West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows: Commencing at the Southwest corner of Lot Twelve (12), Block Three (3), Brentwood Second Subdivision, in the City of Grand Island, Nebraska, said point also being the Point of Beginning; thence on an assumed bearing of N01°04'33"E upon and along the west line of said Lot Twelve (12) a distance of 13.25 feet; thence S47°56'36"E a distance of 36.09 feet; thence S61°40'42"E a distance of 108.56 feet; thence N90°00'00"E a distance of 14.59 feet; thence S00°00'26"W a distance of 10.00 feet thence N90°00'00"W a distance of 17.11 feet; thence N61°40'42"W a distance of 112.29 feet; thence N47°56'36" W a distance of 28.60 feet to the Point of Beginning. Said tract contains a calculated area of 1586.14 Square Feet or 0.036 acres more or less.

The Grantee's rights shall include all rights necessary for the full and complete use, occupation and enjoyment of the easement herein granted, including the right to excavate and refill ditches, to remove bushes, hedges, undergrowth, and other obstructions interfering with the location, construction, inspection, repair, replacement, removal and maintenance of such sidewalks and hike/bike paths; provided, if such construction or maintenance requires the removal of hard-surfacing or grassed lawns, the Grantee or its contractor agrees to restore the surface of the easement area as soon as possible to its condition prior to said construction or maintenance work.

Grantee shall not remove, nor damage, trees adjacent to the easement.

Grantee shall be solely responsible for the maintenance and repairs of the easement area, including, without limitation, the removal of snow, ice and debris therefrom.

Grantee shall indemnify, hold Grantor harmless and defend Grantor from any claims, suits and causes of action made against Grantor based upon any incident which occurs within the easement area.

The parties hereto agree that the Grantor may continue to use the easement area herein granted for any use permitted by law that does not interfere with the operation and maintenance of the sidewalks and hike/bike paths constructed therein.

The Grantor covenants that this Hike/Bike Path Easement shall remain in full force and effect in perpetuity or until such time as use by the Grantee, its successors and assigns as a public lineal park, commonly known as a Hike/Bike Path is terminated and abandoned and this Easement is released of record. The terms and conditions set forth herein shall run with the land and be binding on Grantor's and Grantee's personal representatives, heirs, successors and assigns.

Dated: September 26<sup>th</sup>, 2006.

GRANTOR:

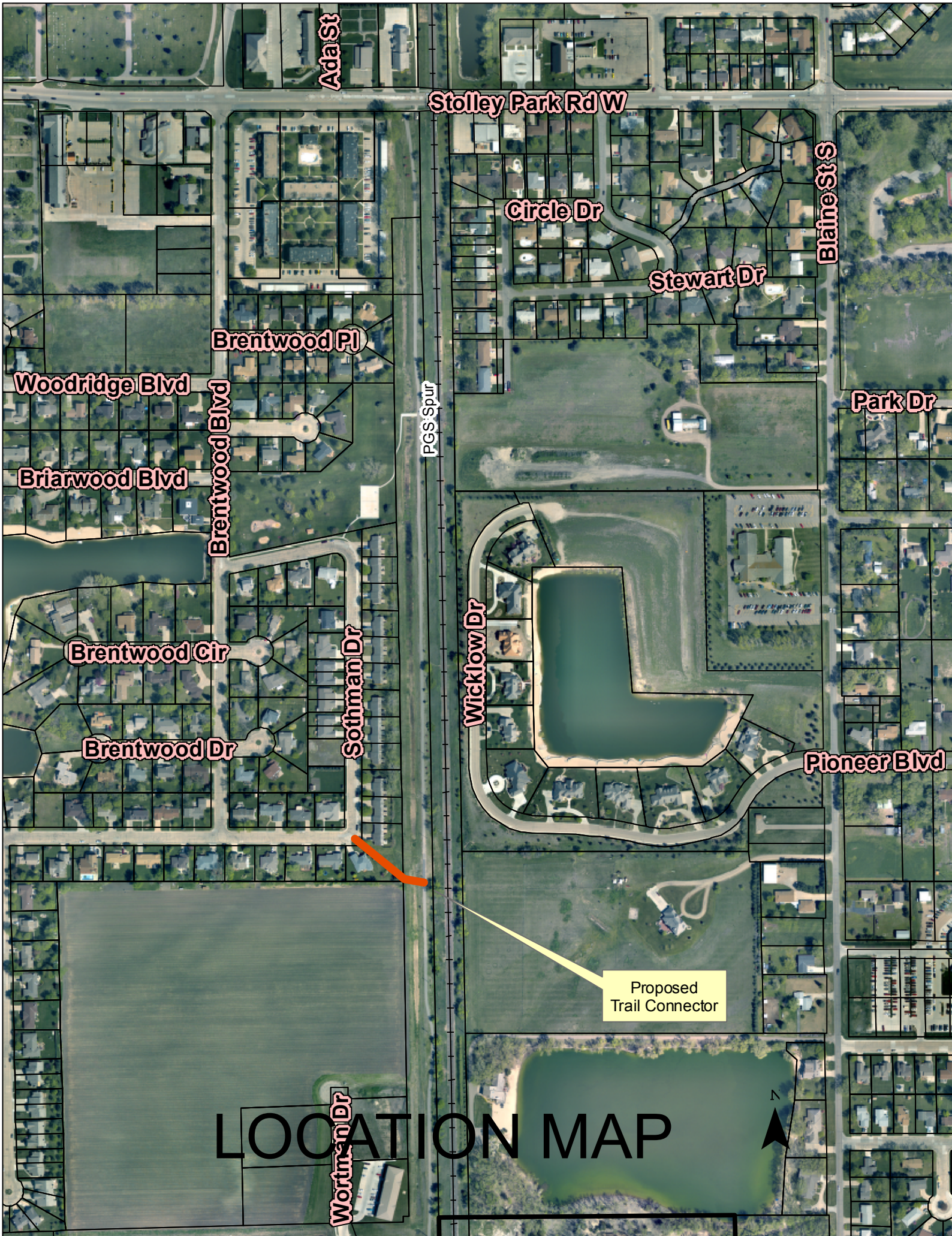
HERBERT F. MAYER, JR. TRUST

By Katharine S. Mayer Trustee  
Katharine S. Mayer, Trustee









Ada St

Stolley Park Rd W

Circle Dr

Stewart Dr

Blaine St S

Brentwood Pl

Woodridge Blvd

Briarwood Blvd

Brentwood Blvd

PGS Spur

Park Dr

Brentwood Cir

Brentwood Dr

Sothman Dr

Wicklow Dr

Pioneer Blvd

Proposed  
Trail Connector

LOCATION MAP

Wortman Dr

