



# City of Grand Island

Tuesday, March 10, 2015

Council Session

## Item G-5

**#2015-64 - Approving an Amendment to the Subdivision Agreement for Meadowlark West Fourth Subdivision**

Staff Contact: Chad Nabity

# Council Agenda Memo

**From:** Regional Planning Department

**Meeting:** March 10, 2015

**Subject:** Amendment to Subdivision Agreement for Meadowlark West Fourth Subdivision

**Item #'s:** G-5

**Presenter(s):** Chad Nabity AICP, Regional Planning Director

## Background

This property is located the west side of Webb Road north of Baristas. The original subdivision agreement for prohibited an access to this lot from Webb Road. The prospective owner of this property has requested that the City of Grand Island permit an access from Webb Road on to this lot (Lot Eleven (11) of Meadowlark West Fourth Subdivision in the City Of Grand Island).

## Discussion

The Grand Island Public Works Department Engineering division has reviewed a request from the potential owner of this property for an access drive onto Webb Road along the north side of Lot 11 of Meadowlark West Fourth Subdivision. The determination has been made that an access at this point would benefit traffic flows in and around the subdivision if the access is made available to the public and includes access to Lot 12 to the north of this lot. The owners of the property have caused an easement "Webb Road Access" in a form that is acceptable to the City of Grand Island. In exchange for filing the access easement and making the city party to that easement staff is recommending that the subdivision agreement for Lot 11 of Meadowlark West Fourth Subdivision be amended as follows:

The City shall permit a 30 foot drive access at Webb Road in the north 44.5 feet of lot 11 subject to the terms of the access easement and defined as "Webb Road Access Drive" as shown in the easement documentation included as Exhibit A"

## **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 amended agreement as presented.

## **Sample Motion**

Motion to approve as recommended.



Lot 11 of Meadowlark West Fourth Subdivision located between Webb Road and Home Depot immediately north of Barristas.

RESOLUTION 2015-64

WHEREAS Allen Webb Road LLC, A Nebraska Limited Liability Company, being the owners of the land described hereon and Raile Investments, LLC, A Nebraska Limited Liability Company being a proposed owner of said land, have requested an amendment to the subdivision agreement for Meadowlark West Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska; and

WHEREAS, the City of Grand Island Public Works Department, Engineering Division, has reviewed this request and finds that this access along with the proposed access easement are in the best interest of the public for providing safe traffic patterns in and around this subdivision; and

WHEREAS, the City of Grand Island has reviewed the easement to be filed on said Lot Eleven (11) permitting public access across said Lot Eleven (11) and agrees with the form of said easement; and

WHEREAS, the following language shall be included in the amended subdivision agreement “The City shall permit a 30 foot drive access at Webb Road in the north 44.5 feet of lot 11 subject to the terms of the access easement and defined as “Webb Road Access Drive” as shown in the easement documentation included as Exhibit A”; and

WHEREAS, an amendment to the subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of the amended subdivision agreement hereinbefore described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 10, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
March 6, 2015	☒ City Attorney

Re: Lots 11 and 12 Meadowlark West Fourth Subdivision,  
City of Grand Island, Hall County, Nebraska

### **DECLARATION OF EASEMENTS**

THIS DECLARATION OF EASEMENTS is made this \_\_\_\_\_ day of March, 2015, by ALLEN WEBB ROAD LLC, a Nebraska Limited Liability Company (“Declarant”).

#### PRELIMINARY STATEMENT

Declarant is the record owner of Lot 11 Meadowlark West Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska (“Lot 11”) and Lot 12 Meadowlark West Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska (“Lot 12”) which lots are sometimes referred to collectively as the “Lots”.

Neither of the Lots currently has direct access to Webb Road (“Webb Road”) which adjoins the Lots at their respective easterly property lines due to a restriction prohibiting such access in the Plat for Meadowlark West Fourth Subdivision. Declarant has requested from and been granted by the City of Grand Island, Nebraska direct access to and from Webb Road from Lot 11 provided such Webb Road access connects to that certain private drive within the Shopping Center commonly referred to as “Eagle Run” which was dedicated by Declarant in the Plat establishing Meadowlark West Third Subdivision, in the City of Grand Island, Hall County, Nebraska (the “Existing Shopping Center Drive”) which plat was recorded on June 10, 1999 as Instrument No. 99-105894 in the office of the Register of Deeds of Hall County, Nebraska (“Meadowlark West Third Subdivision Plat”).

Accordingly, Declarant by this Declaration of Easements intends (A) to establish a non-exclusive vehicular easement over, under, and upon a certain area within the northerly part of Lot 11 depicted and legally described on Exhibit “A” attached and incorporated herein (the “Webb Road Access Drive”) so that (i) direct access to and from Webb Road and Lot 11 can be created and (ii) connection with the Existing Shopping Center Drive and Webb Road can be established; (B) to establish non-exclusive vehicular access to and from Lots 11 and 12 over the northerly portion of Lot 11 depicted and legally described on Exhibit “A” attached by means of a connector drive between the Lots ( the “Connector Drive”); and (C) to establish a non-

exclusive vehicular and pedestrian ingress, egress, access and traffic over those portions of Lot 11 and Lot 12 which do not contain buildings or other structures and which are developed and exist from time to time as drives, parking areas, and sidewalks (the “Reciprocal Easements”).

### TERMS AND CONDITIONS

For the purpose of establishing the easements described in the foregoing Preliminary Statement which is repeated and incorporated in this portion of this Declaration of Easements, the Declarant has executed and recorded this Declaration of Easements.

1. Definitions. A. “Permittees” shall mean (a) the Declarant and its successors, assigns and designees, (b) Owners of Lot 11 and Lot 12 and their respective successors, assigns, invitees, tenants, subtenants, customers, employees, licensees, agents and contractors, and (c) those persons and entities described in the Meadow West Third Subdivision Plat which are entitled to use the Existing Shopping Center Drive. Persons engaged in political activities or labor disputes or picketing shall not be considered Permittees.

B. “Owner” shall mean any individual, partnership, joint venture, limited liability company, corporation, trust, unincorporated association, governmental agency or other business entity now or hereafter holding of record an ownership interest in fee in a portion or all of Lot 11 or Lot 12.

C. “City” shall mean the City of Grand Island, Nebraska.

2. Webb Road Access Drive Easement. The Declarant hereby establishes and grants a perpetual non-exclusive twenty-five foot (25’) easement for access to and from Lot 11 and Webb Road on, over and upon the Webb Road Access Drive as depicted and legally described on Exhibit “A” attached to this Declaration of Easements for the benefit of the “Permittees” and for the purpose of providing vehicular and pedestrian ingress, egress, access and passage (a) to and from Lot 11 and Webb Road, and (b) to and from Webb Road and the Existing Shopping Center Drive.

3. Connector Drive Easement. The Declarant hereby establishes and grants a perpetual non-exclusive twenty-five foot (25’) easement over, under and upon the Connector Drive as depicted and legally defined on Exhibit “A” attached to this Declaration of Easements for the benefit of the “Permittees” and for the purpose of (a) constructing a drive not exceeding twenty-five feet (25’) in width connecting Lot 12 with Lot 11 (“Connector Drive”), and (b) vehicular and pedestrian ingress, egress, traffic and access over and upon the Connector Drive and to and from the Webb Road Access Drive.

4. Reciprocal Easements. The Declarant grants a perpetual nonexclusive vehicular and pedestrian easement to establish for the benefit of the Permittees a non-exclusive vehicular and pedestrian ingress, egress, access and traffic over those portions of Lot 11 and Lot 12 which do not contain buildings or other commercial structures and which are developed and exist from time to time as drives, parking areas, and sidewalks.

5. Use. The Permittees (a) shall use the Webb Road Access Drive and the Connector Drive with due regard to the rights of other Permittees, and (b) shall not use in any manner or build any fences or barriers of any kind on either of such drives which will unreasonably interfere with, prevent, or block the usage by the Permittees of either of such drives. The Owners of the Lots shall have the right to temporarily close, not to exceed twenty-four (24) hours in any calendar year, the drive(s) or easement areas located on its lot to preclude the creation of a prescriptive easement or public dedication of such drive(s) or easement areas or any portion thereof.

6. Construction and Maintenance. A. The Webb Road Access Drive shall be constructed by the Owner of Lot 11 as part of the site work incident to the construction of the initial building constructed on Lot 11 and shall be constructed of the same materials as the parking areas within Lot 11.

B. The Connector Drive shall be constructed by the Owner of Lot 12 as part of the site work incident to the construction of the initial building constructed on Lot 12 and shall be constructed of the same materials as the parking areas within Lot 11 and with curb and gutter.

C. The Owner of Lot 11 with respect to the Webb Road Access Drive and the Owner of Lot 12 with respect to the Connector Drive shall maintain, repair and replace the surface and subsurface of such drives in good condition and repair at all times including but not limited to debris removal and the installation, maintenance, and replacement of speed bumps and traffic and directional signs, if deemed necessary by the Owner of such Lots for speed control or public safety.

7. Amendment and Termination. This Declaration or any provision herein contained may not be amended in any manner without the express written consent of the Owners of Lot 11 and Lot 12. This Declaration may not be terminated without the express written consent of the City and the Owners of Lot 11 and Lot 12. No tenant, licensee or other person having only a possessory interest in Lot 11 or Lot 12 is required to join in the execution of or consent to any action of the Owners of Lot 11 or Lot 12.

8. Notices. All notices, statements, demands, approvals or other communications given pursuant to this Declaration of Easements will be in writing and will be delivered by certified or registered mail, postage prepaid, or by recognized courier service to the party or parties affected. All such notices which are mailed shall be deemed to be delivered on the third business day after postmark and, with respect to deliveries by recognized courier service, on the next business day following deposit with such courier service.

9. Miscellaneous. This Declaration of Easements will be construed in accordance with the laws of the State of Nebraska. The provisions of this Declaration of Easements will be binding upon and inure to the benefit of the Owners of Lot 11 and Lot 12 and their respective



successors, assigns, heirs and personal representatives to the extent provided herein. The partial invalidity of any provision of this Declaration of Easements shall not invalidate any of the remaining provisions.

DATED: March \_\_\_\_\_, 2015.

ALLEN WEBB ROAD LLC,

By: \_\_\_\_\_  
Kristin M. Allen, Manager

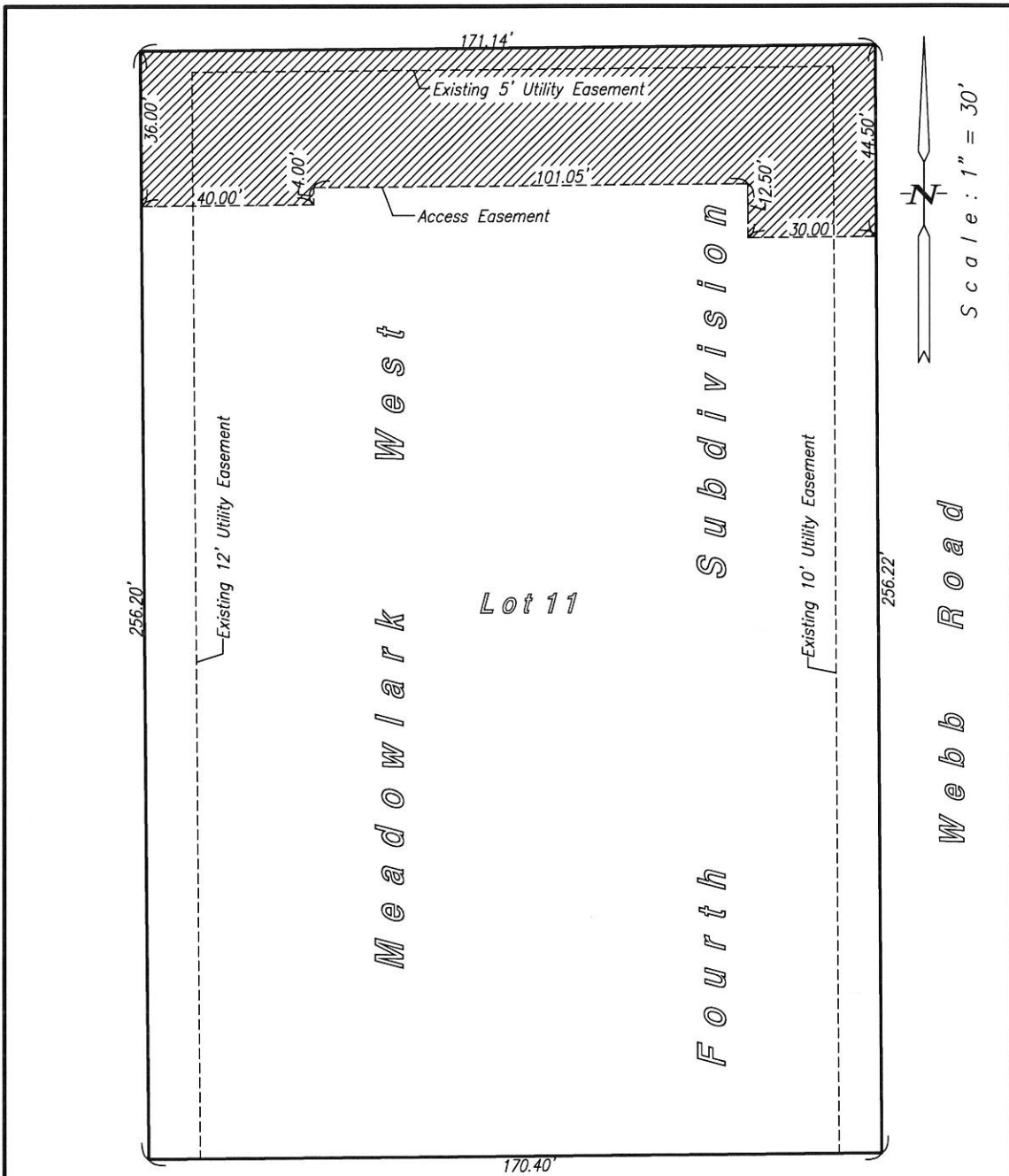
STATE OF \_\_\_\_\_

ss:

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of March, 2015, by KRISTIN M. ALLEN, Manager of ALLEN WEBB ROAD LLC, a Nebraska limited liability company, on behalf of such limited liability company.

\_\_\_\_\_  
Notary Public



Scale: 1" = 30'

▨ - Access Easement To Be Dedicated

**Description (Access Easement)**

A tract of land comprising a part of Lot Eleven (11), Meadowlark West Fourth Subdivision, in the City of Grand Island, Nebraska, more particularly described as follows:

Beginning at the northeast corner of said Lot Eleven (11); thence running southerly on the east line of said Lot Eleven (11), a distance of Forty Four and Fifty Hundredths (44.50) feet; thence running westerly parallel with the north line of said Lot Eleven (11), a distance of Thirty (30.00) feet; thence running northerly parallel with the east line of said Lot Eleven (11), a distance of Twelve and Fifty Hundredths (12.50) feet; thence running westerly parallel with the north line of said Lot Eleven (11), a distance of One Hundred One and Five Hundredths (101.05) feet; thence running southerly parallel with the west line of said Lot Eleven (11), a distance of Four (4.00) feet; thence running westerly parallel with the north line of said Lot Eleven (11), a distance of Forty (40.00) feet, to a point on the west line of said Lot Eleven (11); thence running northerly on the west line of said Lot Eleven (11), a distance of Thirty Six (36.00) feet, to the northwest corner of said Lot Eleven (11); thence running easterly on the north line of said Lot Eleven (11), a distance of One Hundred Seventy One and Fourteen Hundredths (171.14) feet, to the point of beginning and containing 0.138 acres (6011 Sq. Ft.) more or less.

**Exhibit 'A'**



2510 NORTH WEBB ROAD, GRAND ISLAND, NEBRASKA 68802 P.O. BOX 549  
 E-MAIL surveyor@ccusa.net PHONE (308) 382-1472 FAX (308) 382-1423