



# City of Grand Island

Tuesday, October 26, 2010

Council Session

## Item I4

**#2010-284 - Approving Acquisition of a Portion of South Locust Street between the Grand Island City Limits and the Northernmost Terminus of the Exit Ramps to the Interstate 80 Interchange (County of Hall, Nebraska)**

Staff Contact: Steven P. Riehle, Public Works Director

# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

**Meeting:** October 26, 2010

**Subject:** Approving Acquisition of a Portion of South Locust Street between the Grand Island City Limits and the Northernmost Terminus of the Exit Ramps to the Interstate 80 Interchange (County of Hall, Nebraska)

**Item #'s:** I-4

**Presenter(s):** Steven P. Riehle, Public Works Director

## **Background**

According to Nebraska State Statutes a public hearing was held on this matter at the October 12, 2010 council meeting.

The council agenda for the October 12<sup>th</sup> meeting included a council memo and a resolution, but did not include the real estate transfer statement or the 1992 inter-local agreement that provided for the City to accept the ROW. The council agenda item to approve the acquisition of the Locust Street Right-Of-Way was postponed from the October 12<sup>th</sup> meeting to the October 26<sup>th</sup> meeting in order to allow council to review the inter-local agreement.

An April 6, 1992 Inter-local agreement between the City of Grand Island, Hall County, the Nebraska Department of Roads and the Federal Highway Administration detailed obligations of the State, County and City regarding the construction of a new Locust Street I-80 Interchange and upgrading Locust Street to a 4-lane roadway. The agreement provided that upon completion of Hall County's improvements and construction obligations, the County shall transfer to the City of Grand Island that portion of South Locust Street between the Grand Island City limits and the northernmost terminus of the exit ramps at the Interstate 80 interchange. The agreement provides that the City will accept the rights and obligations to the road including operation and maintenance.

The FHWA, NDOR, County and City have all spent money under the terms of this agreement, which indicate acceptance of the terms of the agreement. If the property is not accepted and the property remains with the county, unauthorized taxpayer monies have been spent on a county road.

## **Discussion**

With the completion of the 4-lane roadway on South Locust Street it is now time to complete the transfer of the portion of South Locust Street named in the Inter-local agreement. The County Board approved the transfer of real estate to the City at their September 28, 2010 meeting. The real estate transfer statement and 1992 inter-local agreement are attached for reference

Details of the 1992 Inter-local agreement are summarized below:

1. The agreement continues through annexation of the Right-Of-Way till no longer used as a public road.
2. Administration of the agreement is delegated to the Grand Island Department of Public Works.
3. The agreement is to cause construction, operation and maintenance of the roadway as well as define responsibility.
4. Requires the County and City to adopt and maintain budgets to fund obligations.
5. Termination of the agreement requires mutual consent of all parties.
6. Grand Island Public Works Director is the appointed administrator.
7. The State is to design, construct, operate and maintain the interchange. The state will also accept title to the lands acquired for the interchange ramps that was purchased by the County and City.
8. The County is to design and construct Locust Street to one-half of a 4-lane facility. The county is also to acquire ROW, mitigate wetlands and convey lands for the ramps to the State and for Locust Street to the City.
9. The City is to accept the rights to Locust Street and operate & maintain the roadway. The city also is to expand the roadway to a 4-lane facility as soon as reasonably possible after average daily traffic counts exceed 6,000.
  - a. The traffic counts for the section of Locust Street between the south City Limits and the I-80 interchange have not yet reached this threshold.
  - b. The city takes traffic counts on Locust Street between Schimmer Road and the Wood River Floodway (South City Limits) as shown below.

Year	Vehicles Per Day
2003	1,250
2004	1,878
2005	4,607
2006	5,020
2007	5,318
2008	5,467
2009	4,948
2010	8,031*

\*The 2010 traffic counts were taken on Monday, May 3, 2010. The 2010 counts show an increase of over 60% from 2009. Other counts in this area were also higher in May and we believe that can be attributed to increased construction activity.

10. The road cannot be vacated with first offering to relinquish it to the county.
  - a. A review of notes in the project files mentioned that the inter-local agreement provided for the city to annex Locust Street because construction of a 4-lane roadway would qualify the segment of Locust Street between Interstate 80 and the City as a Link and the State did not want to add roadway mileage to their system.
11. Further agreement of Parties
  - a. The County is to transfer and the city is to accept the road without additional compensation.
  - b. The city agrees to assume responsibility and authority for planning, designating, financing, establishing, constructing, improving, maintaining, using, altering, relocating, regulating, or vacating the road. If the road became part of the State highway system, the responsibility regarding ownership, control, maintenance and operation of Locust Street remains with the City.
  - c. The City is to fund expansion of the roadway to a 4-lane facility.
  - d. The city assumes liability and indemnifies other parties.

Since the City would be taking over operation and maintenance of this section of Locust Street, Public Works Administration will bring forward a resolution for council consideration at a future meeting to refer the property to the RPC for possible annexation of the Locust Street Right-Of-Way into city limits.

## **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. Public Works Administration recommends against taking no action because the agreement involves multiple entities such as Hall County, the NDOR and the FHWA and could jeopardize future projects and federal transportation funds.

## **Recommendation**

Public Works Administration recommends that the Council approve acquisition of that portion of South Locust Street between the Grand Island City limits and the northernmost terminus of the exit ramps at the Interstate 80 interchange. The City legally obligated itself to this agreement. The County, City, NDOR, and FHWA have all spent considerable funds to meet obligations of the agreement. The federal transportation funds expended to date as well as future federal transportation funds could be jeopardized if the terms of the agreement are not followed.

## **Sample Motion**

Move to approve the acquisition.

INTER-LOCAL COOPERATION AGREEMENT  
FOR THE CONSTRUCTION OF AN I-80 INTERCHANGE  
AND THE IMPROVEMENT OF SOUTH LOCUST STREET

Pursuant to Neb. Rev. Stat., Chapter 13, Article 8, and Neb. Rev. Stat. § 39-1336 et seq., this Inter-Local Cooperation Agreement is entered into by, between, and among the State of Nebraska, Department of Roads (State), the County of Hall (County), and the City of Grand Island (City), all being agencies as defined by Neb. Rev. Stat. § 13-803 this 6 day of April, 1992.

1. DURATION

This agreement shall continue after that portion of South Locust Street in Hall County, Nebraska, hereinafter "the road," which is located between U.S. Highway 34 and the southernmost terminus of the exit ramps to the proposed Interstate 80 interchange, shall be annexed into the City of Grand Island and until the road shall no longer be used as a public highway.

2. SEPARATE LEGAL OR ADMINISTRATIVE ENTITY; DELEGATION

There shall be no separate legal or administrative entity created by this Inter-Local Cooperation Agreement. Administration of this agreement is delegated to the Grand Island Department of Public Works.

3. PURPOSE

The purpose of this agreement shall be as follows:

- a. To cause the construction, operation and maintenance of an I-80 interchange at the intersection of I-80 with the road in Hall County, Nebraska.

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b. To cause the improvement of the road as a two-lane facility to a standard that will allow it to be used as one-half of a proposed four-lane facility, to improve the road by the acquisition of sufficient right-of-way to permit construction of a four-lane facility, and to provide wetlands mitigation as part of the improvement of the existing two-lane facility so as to permit construction of the proposed four-lane facility without further wetlands mitigation.

c. To provide and define responsibility for the survey, ownership, management, improvement, establishment, maintenance, operation and construction of the road from and after completion of the following improvements thereto:

- (i) Design of construction plans;
- (ii) Acquisition of sufficient right-of-way to permit construction of a four-lane facility connecting U.S. Highway 34 and Interstate 80;
- (iii) Improvement of the existing two-lane facility of said portion of South Locust Street to a standard that will allow it to be used as one-half of the proposed four-lane facility; and
- (iv) The provision of wetlands mitigation as part of the improvement of the existing two-lane facility so as to permit construction of the proposed four-lane facility without further wetlands mitigation.

d. To allocate responsibilities among the parties hereto.

4. MANNER OF FINANCING AND MAINTAINING A BUDGET

The County and the City shall adopt and maintain appropriations and budgets as required by law to fund their obligations under this agreement.

5. TERMINATION

This agreement shall remain in effect and be in force as hereinbefore provided. Termination prior to that time shall require the mutual consent of all parties. If the Environmental Impact Statement determines that the project as a whole is not feasible, or that the improvement of the facility to a four-lane roadway is not feasible, this agreement shall terminate upon the request of any one party.

6. ADMINISTRATOR

The Director of Grand Island Department of Public Works is hereby appointed administrator for this cooperative undertaking.

7. OBLIGATION OF THE STATE

The State, at its sole expense, will design, construct, operate and maintain a highway interchange at the location of the intersection of I-80 and the road in Hall County, Nebraska, including ramps connecting to the road, which construction shall not commence until after the completion of the obligations of the County and the City set forth in this agreement. The State will accept title to lands acquired for the interstate ramps and construct the said ramps thereon.

8. OBLIGATION OF THE COUNTY

The County, at its sole expense, will design or cause the design of all plans necessary for the construction of the road and construct the same to a standard that will allow its use as one-half of a four-lane facility. Further, the County will acquire sufficient right-of-way to permit construction of a four-lane road and interchange ramps, will



provide wetlands mitigation as part of the improvement of the existing two-lane facility that would allow construction of the proposed four-lane road without further wetlands mitigation, and convey the lands acquired for ramps to the State and the road to the City of Grand Island.

9. OBLIGATION TO THE CITY

The City, at its sole expense, will provide surveys necessary for preparing design plans for the road. Upon the completion of the improvement of the road as a two-lane facility, the City will accept rights and obligations the parties may have to the road as provided herein and shall operate and maintain the same. Further, the City agrees to expand the road to a four-lane facility at its sole expense, as soon as reasonably possible after motor traffic meets or exceeds an average daily traffic count of 6,000.

10. MANNER OF DISPOSING OF PROPERTY

It is understood and agreed that all property acquired or held pursuant to paragraph 8 above is intended to become a part of the public right-of-way and shall be held in the name of the County until transferred to the City and State as herein provided. At any future time, after construction, property shall be disposed of in accordance with the laws applicable to public right-of-way. Proceeds of any such disposal shall be and remain the property of the party disposing of same. Neither the road nor any fragment or segment thereof shall be abandoned or vacated by the City without first offering in writing to relinquish the road or the fragment or segment thereof to the County.

11. FURTHER AGREEMENT OF PARTIES

It is further understood and agreed by and between the parties hereto as follows:

a. Upon completion of the improvements stated in paragraph 3 c.(i), (ii), (iii) and (iv) above, the County shall transfer to the City and the City shall accept all right and obligations the County may have in and to the road without additional consideration.

b. Upon transfer of the road as provided above, the City agrees to assume sole responsibility and authority for the planning, designating, financing, establishing, constructing, improving, maintaining, using, altering, relocating, regulating or vacating the road, including any duty that the State may have now or in the future, pursuant to Neb. Rev. Stat. §39-2105 (Reissue 1988). In the event that the road becomes part of the State highway system, the responsibility of the City regarding ownership, control, maintenance and operation of the road shall remain as herein stated.

c. The City agrees to provide all funds necessary for expansion of the road to a four-lane facility and to construct the four-lane facility as soon as reasonably possible after the average daily traffic count on the road reaches 6,000, as measured or determined by State traffic counts. Funding for such expansion may be from local, State or federal sources available to the City.

d. The City agrees to assume all legal liability arising from the design, maintenance, control, operation, establishment, and construction of the road conveyed to it, as provided above, including the portion thereafter improved, and to indemnify the other parties

hereto as to any claims arising therefrom or from any responsibility arising out of or concerning the road.

e. All parties agree to take no future action inconsistent with the terms and conditions of this agreement and to defend against any attempt to declare this agreement invalid.



3/24/92

CITY OF GRAND ISLAND, a  
municipal corporation of  
the State of Nebraska

By:

Ernest L. Dobesh  
Ernest L. Dobesh  
Mayor

Attest:

Muritta F. Czaplewski  
Muritta F. Czaplewski  
City Clerk

COUNTY OF HALL, a political  
subdivision of the State of  
Nebraska

By:

Margaret Landis  
Margaret Landis  
Chairperson

Attest:

Marjorie Haubold  
Marjorie Haubold, Clerk

EXECUTED by the State this 6<sup>th</sup> day of April, 1992.

EXAMINED AND RECOMMENDED

BY: John J. Perry

DATE: 4/27/92

STATE OF NEBRASKA

DEPARTMENT OF ROADS, a  
public agency of the State  
of Nebraska

By:

Allan L. Abbott  
Allan L. Abbott  
Director-State Engineer

6.

A H 9202

F.H.W.A. NEBRASKA DIVISION OFFICE

APPROVED

FOR DIVISION ADMINISTRATOR

DATE: 4/27/92

TO BE FILED  
WITH REGISTER  
OF DEEDS

# Real Estate Transfer Statement

• Read instructions on reverse side

FORM  
521

THE DEED WILL NOT BE RECORDED UNLESS THIS STATEMENT IS SIGNED AND ITEMS 1-25 ARE ACCURATELY COMPLETED

1 County Name <b>HALL - 40</b>	2 County Number	3 Date of Sale Mo. <b>09</b> Day <b>28</b> Yr. <b>2010</b>	4 Date of Deed Mo. <b>09</b> Day <b>28</b> Yr. <b>2010</b>
5 Grantor's Name, Address, and Telephone (Please Print) Grantor's Name (Seller) <b>County of Hall, Nebraska</b> Street or Other Mailing Address <b>121 S. Pine</b> City <b>Grand Island</b> State <b>NE</b> Zip Code <b>68801</b> Telephone Number <b>(308) 385-5080</b>		6 Grantee's Name, Address, and Telephone (Please Print) Grantee's Name (Buyer) <b>City of Grand Island, Nebraska</b> Street or Other Mailing Address <b>100 E. 1st</b> City <b>Grand Island</b> State <b>NE</b> Zip Code <b>68801</b> Telephone Number <b>(308) 385-5444</b>	

7 PROPERTY CLASSIFICATION NUMBER. Check one box in categories A and B. Check C also if property is mobile home.						
(A) Status		(B) Property Type		(C)		
(1) <input type="checkbox"/> Improved	(1) <input type="checkbox"/> Single Family	(4) <input type="checkbox"/> Industrial	(6) <input type="checkbox"/> Recreational	(8) <input type="checkbox"/> Mineral Interests-Producing	(9) <input type="checkbox"/> State Assessed	(1) <input type="checkbox"/> Mobile Home
(2) <input checked="" type="checkbox"/> Unimproved	(2) <input type="checkbox"/> Multi-Family	(5) <input type="checkbox"/> Agricultural	(7) <input type="checkbox"/> Mineral Interests-Nonproducing		(10) <input checked="" type="checkbox"/> Exempt	
(3) <input type="checkbox"/> IOLL	(3) <input type="checkbox"/> Commercial					
8 Type of Deed		9 1031 Exchange? (was transfer an IRS like-kind exchange)		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<input type="checkbox"/> Warranty		<input type="checkbox"/> Corrective		<input type="checkbox"/> Land Contract		
<input checked="" type="checkbox"/> Quit Claim		<input type="checkbox"/> Sheriff		<input type="checkbox"/> Executor		
		<input type="checkbox"/> Conservator		<input type="checkbox"/> Partition		
		<input type="checkbox"/> Personal Rep.		<input type="checkbox"/> Bill of Sale		
		<input type="checkbox"/> Mineral		<input type="checkbox"/> Cemetery		
		<input type="checkbox"/> Trust		<input type="checkbox"/> Other		
10 Type of Transfer		11 Ownership Transferred in Full? (If No, explain division)		12 Was real estate purchased for same use? (If No, state intended use)		
<input type="checkbox"/> Sale		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
<input type="checkbox"/> Auction						
<input type="checkbox"/> Gift						
<input type="checkbox"/> Exchange						
<input type="checkbox"/> Foreclosure						
<input type="checkbox"/> Life Estate						
<input type="checkbox"/> Revocable Trust						
<input type="checkbox"/> Irrevocable Trust						
<input type="checkbox"/> Court Decree						
<input type="checkbox"/> Satisfaction of Contract						
<input checked="" type="checkbox"/> Other (explain) <b>Inter-Local Agreement</b>						
13 Was transfer between relatives, or if to a trustee, are the trustor and beneficiary relatives? (If Yes, check appropriate box)		14 What is the current market value of the real property?		15 Was mortgage assumed? If Yes, state amount and interest rate.		
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>Not applicable per Hall County Assessor</b>		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO \$ %		
<input type="checkbox"/> Spouse						
<input type="checkbox"/> Parents and Child						
<input type="checkbox"/> Family Corporation, Partnership or LLC						
<input type="checkbox"/> Grandparents and Grandchild						
<input type="checkbox"/> Brothers and Sisters						
<input type="checkbox"/> Aunt or Uncle to Niece or Nephew						
<input type="checkbox"/> Other						
16 Does this conveyance divide a current parcel of land?		17 Was transfer through a real estate agent? (If Yes, name of agent)		18 Address of Property		
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>South Locust Street between Grand Island city limits &amp; Interstate 80, Hall County, Nebraska</b>		
				19 Name and Address of Person to Whom Tax Statement Should be Sent		
				<b>Exempt</b>		

20 Legal Description

See Attachment

21 If agricultural, list total number of acres

22 Total purchase price, including any liabilities assumed	22	\$	0.00
23 Was nonreal property included in purchase? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (if Yes, enter amount and attach itemized list)	23	\$	
24 Adjusted purchase price paid for real estate (line 22 minus line 23)	24	\$	0.00

Under penalties of law, I declare that I have examined this statement and that it is, to the best of my knowledge and belief, true, complete and correct, and that I am duly authorized to sign this statement.

25 City of Grand Island, Nebraska by Margaret Hornady	(308) 385-5444
Print or Type Name of Grantee or Authorized Representative	Telephone Number
Signature of Grantee or Authorized Representative	Title
Mayor	Date

REGISTER OF DEEDS' USE ONLY				FOR NDR USE ONLY
26 Date Deed Recorded	27 Value of Stamp or Exempt Number	28 Deed Book	29 Deed Page	30
Mo. ____ Day ____ Yr. ____	\$			



## INSTRUCTIONS

The Register of Deeds shall not accept a deed for recording unless items 1 through 25 are properly completed and this statement is signed.

**WHO MUST FILE.** Any grantee, or the grantee's authorized representative, who has a deed to real property recorded must file this statement. A land contract or memorandum of contract requires a completed transfer statement, which will be exempt from the documentary stamp tax until the deed is presented for recording.

**WHEN AND WHERE TO FILE.** This statement must be filed with the Register of Deeds when the deed or land contract or memorandum of contract is presented for recording.

### SPECIFIC INSTRUCTIONS GRANTEE (BUYER)

**ITEM 1.** Indicate county where property is located. If located in more than one county, indicate county where transfer is being filed.

**ITEM 4.** The date of the deed is the date on which it was signed by the grantor unless otherwise specified in the deed.

**ITEMS 5 AND 6.** Enter the complete name, address, and telephone number. Business addresses should be used for business organizations such as corporations, trusts, and partnerships.

**ITEM 7.** Indicate the type of property being transferred. Mark only one box in categories A and B. Mark C only if property is a mobile home. IOLL means improvement on leased land.

**ITEM 8.** The type of deed includes, but is not limited to: tax, warranty, quit claim, partition, mineral, sheriff, cemetery, trustee, correction, land contract, and bill of sale conveying realty or tenements.

**ITEM 9.** Check appropriate box to indicate whether the transfer is a like-kind exchange under Internal Revenue Code Section 1031.

**ITEM 11.** Check the appropriate box to indicate what property interests were retained or transferred. If the box marked "NO" is checked, explain.

**ITEM 12.** A purchase for the same use would mean a purchase with the same intended use of the property. Examples of change in use are a vacant lot becoming a cemetery or an agricultural lot becoming a subdivision.

**ITEM 13.** Check the appropriate box to indicate if the transfer was between relatives. A relative is a seller related to the buyer by blood or marriage.

**ITEM 14.** Indicate the current market value of the real property. Current market value is the purchase price which would be paid for the real property purchased, based upon a sale between a willing buyer and a willing seller in the ordinary course of trade made at the time of registering this deed.

**ITEM 15.** Check the box marked "YES" if the buyer assumed a mortgage as part of the purchase price, and indicate the amount and interest rate. If no mortgage was assumed, check the box marked "NO."

**ITEM 16.** If this transfer subdivides the subject property into two or more parcels, check the box marked "YES." If this transfer does not subdivide or split the property, check the box marked "NO."

**ITEM 20.** The legal description can be found in your deed or abstract of the real property.

**ITEM 21.** Indicate the total number of acres included if the transfer was of agricultural or horticultural land.

**ITEM 22.** Enter the total purchase price or consideration paid or to be paid, including cash, mortgages, property traded, assumed liabilities, leases, easements, and personal property purchased.

**ITEM 23.** Enter the total dollar value of items which are included in the total purchase price but are not considered a part of the real property. If none, check the box marked "NO" and enter zero.

**AUTHORIZED SIGNATURE.** This statement must be signed and dated by the grantee or the grantee's authorized representative.

### REGISTER OF DEEDS

The Register of Deeds shall not record the deed if items 1 through 25 on this statement have not been completed or the statement has not been signed by the grantee or authorized representative.

The Register of Deeds shall complete items 26 through 29 at the time the deed is recorded.

The Register of Deeds shall forward this statement to the assessor when items 1 through 29 are complete.

RESOLUTION 2010-284

WHEREAS, on April 6, 1992, the City of Grand Island entered into an Inter-Local Cooperation Agreement with the Nebraska Department of Roads and Hall County, for the purpose of the improvement of South Locust Street and the construction of an interchange at the intersection of South Locust Street and Interstate 80; and

WHEREAS, said Inter-Local Cooperation Agreement imposed upon the County of Hall, Nebraska certain obligations in furtherance of said improvement and construction project; and

WHEREAS, said Inter-Local Cooperation Agreement further provides that upon completion of its improvements and construction obligations under said agreement, the County of Hall, Nebraska, shall transfer to the City of Grand Island, Nebraska, and the City shall accept all right and obligations the County may have in and to that portion of South Locust Street between the Grand Island city limits and the northernmost terminus of the exit ramps at the Interstate 80 interchange; and

WHEREAS, a public hearing was held on October 12, 2010, for the purpose of discussing the proposed acquisition of the portion of South Locust Street, particularly described as follows:

Real property known as South Locust Street situated in Hall County, Nebraska:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE SIXTH PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 193.77 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE ON AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, SOUTHERLY DEFLECTING 88°36'52" RIGHT A DISTANCE OF 552.03 FEET; THENCE WESTERLY DEFLECTING 91°17'24" RIGHT A DISTANCE OF 32.82 FEET; THENCE SOUTHWESTERLY DEFLECTING 84°19'09" LEFT A DISTANCE OF 243.29 FEET; THENCE SOUTHERLY DEFLECTING 6°58'15" LEFT A DISTANCE OF 328.08 FEET; THENCE SOUTHEASTERLY DEFLECTING 8°31'52" LEFT A DISTANCE OF 66.35 FEET; THENCE SOUTHERLY DEFLECTING 8°31'52" RIGHT A DISTANCE OF 132.17 FEET; THENCE WESTERLY DEFLECTING 91°26'01" RIGHT A DISTANCE OF 29.54 FEET; THENCE SOUTHERLY DEFLECTING 91°26'01" LEFT A DISTANCE OF 229.46 FEET; THENCE SOUTHEASTERLY DEFLECTING 7°58'07" LEFT A DISTANCE OF 165.64 FEET; THENCE SOUTHERLY DEFLECTING 9°01'13" RIGHT A DISTANCE OF 926.70 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, WESTERLY DEFLECTING 90°25'45" RIGHT ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34 A DISTANCE OF 117.70 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 34; THENCE NORTHERLY DEFLECTING 88°31'11" RIGHT ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34 A DISTANCE OF 2,639.34 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 8.61 ACRES MORE OR LESS.

**TOGETHER WITH:**

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 9 NORTH, RANGE 9 WEST OF THE SIXTH PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 33 THENCE SOUTHERLY ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33 A DISTANCE OF 2,639.34 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE WESTERLY DEFLECTING 91°47'14" RIGHT A DISTANCE OF 79.43 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE ON AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, NORTHERLY DEFLECTING 89°37'17" RIGHT A DISTANCE OF 166.50 FEET; THENCE NORTHERLY DEFLECTING 1°24'30" LEFT A DISTANCE OF 721.78 FEET; THENCE NORTHWESTERLY DEFLECTING 4°17'21" LEFT A DISTANCE OF 131.60 FEET; THENCE NORTHERLY DEFLECTING 4°17'21" RIGHT A DISTANCE OF 299.98 FEET; THENCE NORTHEASTERLY DEFLECTING 7°55'15" RIGHT A DISTANCE OF 71.43 FEET; THENCE NORTHERLY DEFLECTING 7°55'15" LEFT A DISTANCE OF 137.71 FEET; THENCE CONTINUING NORTHERLY DEFLECTING 0°00'00" RIGHT A DISTANCE OF 377.38 FEET; THENCE NORTHWESTERLY DEFLECTING 17°55'46" LEFT A DISTANCE OF 191.83 FEET; THENCE NORTHERLY DEFLECTING 17°55'46" RIGHT A DISTANCE OF 551.81 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, EASTERLY DEFLECTING 91°03'18" RIGHT ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33 A DISTANCE OF 134.37 FEET TO THE PLACE OF BEGINNING. CONTAINING AN AREA OF 5.53 ACRES MORE OR LESS.

**TOGETHER WITH:**

A TRACT OF LAND LOCATED IN THE WEST HALF OF SECTION 3, TOWNSHIP 10 NORTH, RANGE 9 WEST OF THE SIXTH PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 A DISTANCE OF 130.71 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE ON AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, SOUTHERLY DEFLECTING 87°03'39" RIGHT A DISTANCE OF 402.17 FEET; THENCE SOUTHERLY DEFLECTING 2°57'32" RIGHT A DISTANCE OF 919.67 FEET; THENCE SOUTHERLY DEFLECTING 2°51'05" LEFT A DISTANCE OF 1,322.72 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE SOUTHERLY DEFLECTING 2°32'33" RIGHT A DISTANCE OF 1,056.50 FEET; THENCE SOUTHERLY DEFLECTING 0°42'42" LEFT A DISTANCE OF 1589.72 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, WESTERLY DEFLECTING 91°15'19" RIGHT ALONG THE SOUTH LINE OF THE

SOUTHWEST QUARTER OF SAID SECTION 3 A DISTANCE OF 137.51 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE NORTHERLY DEFLECTING 88°44'10" RIGHT ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 A DISTANCE OF 2,645.95 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 3, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE NORTHERLY DEFLECTING 0°24'13" LEFT ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 A DISTANCE OF 2,643.04 FEET TO THE PLACE OF BEGINNING. CONTAINING AN AREA OF 16.61 ACRES MORE OR LESS.

**TOGETHER WITH:**

A TRACT OF LAND LOCATED IN THE EAST HALF OF SECTION 4, TOWNSHIP 10 NORTH, RANGE 9 WEST OF THE SIXTH PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 4; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4 A DISTANCE OF 2,643.04 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTHERLY DEFLECTING 0°24'13" RIGHT ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4 A DISTANCE OF 2,645.95 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE WESTERLY DEFLECTING 91°12'27" RIGHT ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4 A DISTANCE OF 85.53 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE ON AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, NORTHERLY DEFLECTING 88°48'07" RIGHT A DISTANCE OF 288.80 FEET; THENCE NORTHEASTERLY DEFLECTING 10°28'12" RIGHT A DISTANCE OF 108.33 FEET; THENCE NORTHERLY DEFLECTING 9°54'52" LEFT A DISTANCE OF 330.02 FEET; THENCE NORTHERLY DEFLECTING 0°33'40" LEFT A DISTANCE OF 596.69 FEET; THENCE NORTHWESTERLY DEFLECTING 7°56'35" LEFT A DISTANCE OF 165.88 FEET; THENCE NORTHERLY DEFLECTING 8°06'19" RIGHT A DISTANCE OF 1,158.41 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE NORTHERLY DEFLECTING 0°34'19" LEFT A DISTANCE OF 1,322.05 FEET; THENCE CONTINUING NORTHERLY DEFLECTING 0°0'00" RIGHT A DISTANCE OF 1,322.31 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, EASTERLY DEFLECTING 91°42'40" RIGHT ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4 A DISTANCE OF 81.90 FEET TO THE PLACE OF BEGINNING. CONTAINING AN AREA OF 9.56 ACRES MORE OR LESS.

**TOGETHER WITH:**

A TRACT OF LAND LOCATED IN THE WEST HALF OF SECTION 10, TOWNSHIP 10 NORTH, RANGE 9 WEST OF THE SIXTH PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID



SECTION 10; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10 A DISTANCE OF 140.58 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE ON AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, SOUTHERLY DEFLECTING  $88^{\circ}14'10''$  RIGHT A DISTANCE OF 378.99 FEET; THENCE SOUTHERLY DEFLECTING  $2^{\circ}24'38''$  RIGHT A DISTANCE OF 195.30 FEET; THENCE SOUTHERLY DEFLECTING  $2^{\circ}59'57''$  LEFT A DISTANCE OF 2,068.22 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTHERLY DEFLECTING  $2^{\circ}02'55''$  LEFT A DISTANCE OF 595.53 FEET; THENCE SOUTHWESTERLY DEFLECTING  $64^{\circ}15'00''$  RIGHT A DISTANCE OF 103.31 FEET; THENCE SOUTHERLY DEFLECTING  $62^{\circ}24'44''$  LEFT A DISTANCE OF 354.89 FEET; THENCE NORTHEASTERLY DEFLECTING  $140^{\circ}40'08''$  LEFT A DISTANCE OF 8.71 FEET; THENCE NORTHEASTERLY DEFLECTING  $27^{\circ}45'06''$  RIGHT A DISTANCE OF 402.00 FEET; THENCE NORTHEASTERLY DEFLECTING  $2^{\circ}45'00''$  LEFT A DISTANCE OF 99.44 FEET; THENCE SOUTHWESTERLY DEFLECTING  $161^{\circ}22'06''$  RIGHT A DISTANCE OF 15.01 FEET TO A POINT OF CURVATURE; THENCE ON A 213.06 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 166.49 FEET SUBTENDING A CENTRAL ANGLE OF  $44^{\circ}46'21''$  TO A POINT OF TANGENCY; THENCE TANGENT SOUTHERLY DEFLECTING  $0^{\circ}00'00''$  RIGHT A DISTANCE OF 176.03 FEET TO A POINT OF CURVATURE; THENCE ON A 279.06 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 438.35 FEET SUBTENDING A CENTRAL ANGLE OF  $90^{\circ}00'00''$ ; THENCE SOUTHERLY DEFLECTION TO THE INITIAL TANGENT OF  $90^{\circ}00'00''$  LEFT A DISTANCE OF 1,242.35 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, WESTERLY DEFLECTING  $91^{\circ}21'39''$  RIGHT ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10 A DISTANCE OF 158.56 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE NORTHERLY DEFLECTING  $88^{\circ}01'56''$  RIGHT ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10 A DISTANCE OF 2,642.94 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 10, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTHERLY DEFLECTING  $00^{\circ}00'50''$  RIGHT ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10 A DISTANCE OF 2,643.07 FEET TO THE PLACE OF BEGINNING. CONTAINING AN AREA OF 19.94 ACRES MORE OR LESS.

**TOGETHER WITH:**

A TRACT OF LAND LOCATED IN THE EAST HALF OF SECTION 9, TOWNSHIP 10 NORTH, RANGE 9 WEST OF THE SIXTH PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9 A DISTANCE OF 2,643.07 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 9, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTHERLY DEFLECTING 0°00'50" LEFT ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9 A DISTANCE OF 2,642.94 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE WESTERLY DEFLECTING 91°00'03" RIGHT ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9 A DISTANCE OF 110.11 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE ON AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, NORTHERLY DEFLECTING 90°04'21" RIGHT A DISTANCE OF 490.37 FEET; THENCE NORTHERLY DEFLECTING 2°10'03" RIGHT A DISTANCE OF 115.02 FEET; THENCE NORTHERLY DEFLECTING 3°54'27" LEFT A DISTANCE OF 1,015.16 FEET; THENCE NORTHERLY DEFLECTING 1°14'11" RIGHT A DISTANCE OF 286.18 FEET; THENCE CONTINUING NORTHERLY DEFLECTING 0°00'00" RIGHT A DISTANCE OF 737.87 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE NORTHERLY DEFLECTING 2°07'45" RIGHT A DISTANCE OF 33.01 FEET; THENCE NORTHERLY DEFLECTING 2°54'38" LEFT A DISTANCE OF 912.73 FEET; THENCE NORTHERLY DEFLECTING 0°57'04" RIGHT A DISTANCE OF 1,510.83 FEET; THENCE NORTHERLY DEFLECTING 2°43'47" RIGHT A DISTANCE OF 186.66 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, EASTERLY DEFLECTING 88°42'54" RIGHT ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9 A DISTANCE OF 68.45 FEET TO THE PLACE OF BEGINNING. CONTAINING AN AREA OF 11.64 ACRES MORE OR LESS.

**TOGETHER WITH:**

A TRACT OF LAND LOCATED IN THE WEST HALF OF SECTION 15, TOWNSHIP 10 NORTH, RANGE 9 WEST OF THE SIXTH PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 15 A DISTANCE OF 158.56 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE ON AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, SOUTHERLY DEFLECTING 88°47'55" RIGHT A DISTANCE OF 703.87 FEET; THENCE SOUTHERLY DEFLECTING 1°33'03" RIGHT A DISTANCE OF 624.76 FEET; THENCE SOUTHERLY DEFLECTING 1°00'46" RIGHT A DISTANCE OF 394.22 FEET; THENCE SOUTHERLY DEFLECTING 2°48'45" LEFT A DISTANCE OF 951.49 FEET; THENCE SOUTHERLY DEFLECTING 1°37'30" RIGHT A DISTANCE OF 581.49 FEET; THENCE

SOUTHERLY DEFLECTING 0°33'08" LEFT A DISTANCE OF 1,548.66 FEET; THENCE SOUTHERLY DEFLECTING 3°06'10" RIGHT A DISTANCE OF 531.25 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 15; THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, WESTERLY DEFLECTING 86°04'29" RIGHT ALONG THE SOUTH LINE OF SAID SECTION 15 A DISTANCE OF 145.70 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE NORTHERLY DEFLECTING 90°57'55" RIGHT ALONG THE WEST LINE OF SAID SECTION 15 A DISTANCE OF 2,668.57 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 15; THENCE CONTINUING NORTHERLY DEFLECTING 0°00'11" RIGHT ALONG THE WEST LINE OF SAID SECTION 15 A DISTANCE OF 2,669.05 FEET TO THE PLACE OF BEGINNING. CONTAINING AN AREA OF 20.38 ACRES MORE OR LESS.

**TOGETHER WITH:**

A TRACT OF LAND LOCATED IN THE EAST HALF OF SECTION 16, TOWNSHIP 10 NORTH, RANGE 9 WEST OF THE SIXTH PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 2,669.05 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 16; THENCE CONTINUING SOUTHERLY DEFLECTING 0°00'11" RIGHT ALONG THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 2,668.57 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE WESTERLY DEFLECTING 89°01'42" RIGHT ALONG THE SOUTH LINE OF SAID SECTION 16 A DISTANCE OF 75.01 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE NORTHERLY DEFLECTING 90°58'18" RIGHT AND PARALLEL WITH AND 75.00 FEET DISTANT FROM THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 1,336.08 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE WESTERLY DEFLECTING 91°06'15" LEFT ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 16 A DISTANCE OF 56.28 FEET; THENCE NORTHERLY DEFLECTING 91°37'29" RIGHT A DISTANCE OF 85.96 FEET; THENCE NORTHERLY DEFLECTING 0°52'03" RIGHT A DISTANCE OF 459.97 FEET; THENCE CONTINUING NORTHERLY DEFLECTING 0°00'00" RIGHT A DISTANCE OF 394.98 FEET; THENCE NORTHEASTERLY DEFLECTING 73°36'05" RIGHT A DISTANCE OF 35.90 FEET; THENCE NORTHERLY DEFLECTING 74°59'35" LEFT A DISTANCE OF 384.68 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16; THENCE WESTERLY DEFLECTING 91°13'30" LEFT ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16 A DISTANCE OF 17.00 FEET; THENCE NORTHERLY DEFLECTING 91°04'54" RIGHT A DISTANCE OF 620.10 FEET; THENCE NORTHERLY DEFLECTING 2°01'18" RIGHT A DISTANCE OF 328.23 FEET; THENCE NORTHERLY DEFLECTING 4°34'51" LEFT A DISTANCE OF 197.10 FEET; THENCE NORTHERLY DEFLECTING 1°52'18" RIGHT A DISTANCE OF 189.70 FEET; THENCE NORTHERLY DEFLECTING 1°07'58" RIGHT A DISTANCE OF 597.09 FEET; THENCE NORTHERLY DEFLECTING 2°09'07" LEFT A DISTANCE OF 588.67 FEET; THENCE NORTHERLY DEFLECTING 2°08'05" RIGHT A DISTANCE OF 149.15 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 16; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, EASTERLY DEFLECTING 88°59'27" RIGHT ALONG THE NORTH LINE OF SAID SECTION

16 A DISTANCE OF 110.11 FEET TO THE PLACE OF BEGINNING. CONTAINING AN AREA OF 11.41 ACRES MORE OR LESS.

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 said portion of South Locust Street from the County of Hall, Nebraska, on the above-described tract of land.

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Adopted by the City Council of the City of Grand Island, Nebraska, October 26, 2010.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk