



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item G10

#2012-323 - Approving Agreement for Temporary Construction Easements for the Walk to Walnut Safe Route to School Project

Staff Contact: Terry Brown, Interim Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: November 13, 2012

Subject: Approving Agreement for Temporary Construction Easement for the Walk to Walnut Safe Route to School Project

Item #'s: G-10

Presenter(s): Terry Brown, Interim Public Works Director

Background

The Walk to Walnut project will realign the main driveway to Walnut Middle School to match up with the intersection of 15th Street and Custer Avenue and install a traffic signal. The project is mostly funded with Safe Routes to School (SRTS) funds authorized by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A legacy for Users Act (SAFETEA-LU) that are administered by the Nebraska Department of Roads (NDOR). The project will make it safer for children crossing Custer Avenue and encourage more walking and biking to school.

A Temporary Construction easement from the Grand Island Public School is necessary for this project to be completed, which must be approved by City Council.

Discussion

The planned work, as stated in the background will provide for a safer environment for children crossing Custer Avenue and encourage more walking and biking to school. Authorization of the easement document is contingent upon City Council approval.

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 Agreement for Temporary Construction Easement between the City of Grand Island and the Grand Island Public School in the Walk to Walnut Safe Routes to School Project area.

Sample Motion

Move to approve the Temporary Construction Easement.

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION
ACQUISITION CONTRACT**

Copies to:

1. City of Grand Island
2. Owner: Grand Island Public Schools of Hall County, Nebraska
3. Buyer: City of Grand Island

Project No.: SRTS-40(57)
Control No.: 42521
Tract No.: 2

THIS CONTRACT, made and entered into this 12th day of October, 2012 by and between, **Grand Island Public Schools of Hall County, Nebraska**, 123 South Webb Road, Grand Island, NE 68802-5900, hereinafter called the OWNER, and **The City of Grand Island**, hereinafter called the BUYER.

TEMPORARY EASEMENT

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby grants to the BUYER, a Temporary Easement to certain real estate described as follows.

A portion of the E ½ of the SW ¼, Section 8, T11N, R9W, Grand Island, Hall County, Nebraska, more particularly described as follows:

Commencing at the northeast corner of Lot 20, Block 2, Imperial Village Subdivision; Thence west along the north lot line of said Lot 20, a distance of 140.83 feet to the Point of Beginning, thence north, deflecting 90°00'00" right, a distance of 85.00 feet; thence deflecting 90°00'00" left, a distance of 77.59 feet; thence deflecting 90°17'31" left, a distance of 85.00 feet to the north line of said Lot 20, thence east along north line of said Lot 20, deflecting 89°42'29" left a distance of 77.16 feet to the Point of Beginning, containing 6,577.08 square feet, more or less.

And

A portion of the E ½ of the SW ¼, Section 8, T11N, R9W, Grand Island, Hall County, Nebraska, more particularly described as follows:

Commencing at the northeast corner of Lot 20, Block 2, Imperial Village Subdivision; Thence east along a line paralleling the north lot line of said Lot 20, a distance of 7.01 feet to the west right-of-way line of Custer Avenue; thence north along said west right-of-way line a distance of 84.91 feet to the Point of Beginning, thence continuing north along said west right-of-way line, a distance of 70.09 feet; thence deflecting 90°00'00" left, a distance of 20.00 feet; thence deflecting 90°00'00" left, a distance of 85.00 feet; thence deflecting 89°42'29" left, a distance of 20.00 feet to the Point of Beginning, containing 1,400.86 square feet, more or less.

It is understood that the easement area(s) may be used for the temporary relocation of utilities during the construction of the project.

The BUYER agrees to purchase the above described Temporary Easement(s) and to pay, therefore, upon the delivery of said executed Temporary Easement(s). If the OWNER so desires, they shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

Approximately <u>6577</u> square feet at \$ <u>0.00</u> per square foot	<u>\$ 0.00</u>
Approximately <u>1401</u> square feet at \$ <u>0.00</u> per square foot	<u>\$ 0.00</u>
Moving and replacing approximately <u>NA</u> rods of fence at \$ <u>NA</u> per rod	<u>\$ 0.00</u>
Damages for Control of Access: - NONE -	<u>\$ 0.00</u>
Other Damages: - NONE -	<u>\$ 0.00</u>
TOTAL	<u><u>\$ 0.00</u></u>

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived their right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

BUYER

The City of Grand Island

By _____

Date _____

OWNER

Grand Island Public Schools of Hall County, NE

Jennifer Worthington

OCT 12, 2012

Dated this _____ day of _____, 20 _____

On the above date, before me a General Notary Public duly commissioned and qualified, personally came _____

to me known to be the identical person _____ whose name _____ affixed to the foregoing instrument as grantor _____ and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

Notary _____

STATE OF _____

ss.

County

Dated this 12th day of October, 20 12

On the above date, before me a General Notary Public duly commissioned and qualified, personally came _____

Jennifer Worthington

to me known to be the identical person _____ whose name IS affixed to the foregoing instrument as grantor _____ and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

Notary _____

STATE OF _____

ss.

County



RESOLUTION 2012-323

WHEREAS, a temporary easement is required by the City of Grand Island, from the Grand Island Public School in the Walk to Walnut Safe Routes to School area, as follows:

A portion of the E ½ of the SW ¼, Section 8, T11N, R9W, Grand Island, Hall County, Nebraska, more particularly described as follows:

Commencing at the northeast corner of Lot 20, Block 2, Imperial Village Subdivision; thence west along the north lot line of said Lot 20, a distance of 140.83 feet to the Point of Beginning, thence north deflecting 90°00'00" right, a distance of 85.00 feet; thence deflecting 90°00'00" left, a distance of 77.59 feet; thence deflecting 90°17'31" left, a distance of 85.00 feet to the north line of said Lot 20; thence east along north line of said Lot 20, deflecting 89°42'29" left a distance of 77.16 feet to the Point of Beginning, containing 6,577.08 square feet more or less.

And

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WHEREAS, an Agreement for Temporary Easement has been reviewed and approved by the City Legal Department.

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 enter into the Agreement for Temporary Easement on the above described tracts of land.

BE IT FURTHER RESOLVED, that 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, November 13, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 9, 2012	☐ City Attorney