



# City of Grand Island

Tuesday, November 13, 2012

Council Session

## Item G11

**#2012-324 - Approving the Granting of a Permanent Easement to Grand Island Public Schools of Hall County, Nebraska in Connection with the Walk to Walnut Safe Routes 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 the Granting of a Permanent Easement to Grand Island Public Schools of Hall County, Nebraska in Connection with the Walk to Walnut Safe Routes to School Project

**Item #'s:** G-11

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

## Background

City Council approval is required for the granting of an easement by the City of Grand Island

## Discussion

A permanent easement is needed by Grand Island Public Schools for the construction, operation and maintenance of a driveway to access Walnut Middle School. This is necessary due to the modifications being made with the Walk to Walnut Safe Routes to School Project.

## 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 a permanent easement to Grand Island Public Schools.

## **Sample Motion**

Move to approve the permanent easement.

EASEMENT DEED – INDIVIDUAL (GENERAL page 1)

Project: STRS-40(57)

C.N.: 42521

TRACT: 1

KNOW ALL MEN BY THESE PRESENTS:

THAT The City of Grand Island


hereinafter known as the Grantor, whether one or more, for and in consideration of the sum of (\$ 1.00) **ONE DOLLAR** in hand paid do hereby grant, bargain, sell, convey and confirm unto GRAND ISLAND PUBLIC SCHOOLS OF HALL COUNTY, NEBRASKA, and to its successors and assigns the following described permanent easement for the purpose of construction and operation of a driveway and the subsequent maintenance of same, situated in HALL County, and State of Nebraska, to-wit;

A portion of Lot 20, Block 2, 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 and extending West along the north line of said Lot 20, a distance of 140.83' to the point of beginning, thence continuing West along said north lot line, a distance of 46.00 feet; thence deflecting 90°17'31" left, a distance of 92.40 feet; thence deflecting left 45°00'00", a distance of 88.61 feet; thence deflecting 45°00'00" left, a distance of 124.17 feet to a point on the East line of Lot 20; thence North along the east property line of said Lot 20 a distance of 46.00 feet; thence deflecting 90°00'00" left a distance of 88.40 feet; thence deflecting 45°00'00" right, a distance of 74.15 feet; thence deflecting 45°00'00" right, a distance of 56.40 feet to the Point of Beginning, containing 13,017.05 square feet, more or less.

The abandonment of said permanent easement for the purposes described herein shall render this conveyance void and cause said permanent easement to revert to said Grantor and to his, her or their heirs, successors and assigns.

Signed this 12<sup>th</sup> day of Oct, A.D. 2012

\_\_\_\_\_ 

\_\_\_\_\_ Oct 12, 2012

EASEMENT DEED – INDIVIDUAL ( GENERAL page 2)

Project: STRS-40(57)

C.N.: 42521

TRACT: 1

STATE OF \_\_\_\_\_ )  
 )ss.  
 \_\_\_\_\_ County)

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, before me, a  
General Notary Public, duly commissioned and qualified, personally came

\_\_\_\_\_ to me known to be the identical person \_\_\_\_\_  
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 last above written

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

STATE OF Nebraska )  
 )ss.  
Hall County)

On this 12<sup>th</sup> day of October, A.D., 2012, before me, a  
General Notary Public, duly commissioned and qualified, personally came

Jennifer Worthington  
\_\_\_\_\_ to me known to be the identical person \_\_\_\_\_  
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 last above written

Betty L Wagner  
Notary Public



RESOLUTION 2012-324

WHEREAS, a permanent easement is required by the Grand Island Public Schools in connection with the Walk to Walnut Safe Routes to School Project, for the construction, operation and maintenance of a driveway to access Walnut Middle School; and

A portion of Lot 20, Block 2, 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 and extending West along the north line of said Lot 20, a distance of 140.83' to the point of beginning, thence continuing West along said north lot line, a distance of 46.00 feet; thence deflecting 90 17'31" left, a distance of 92.40 feet; thence deflecting left 45 00'00", a distance of 88.61 feet; thence deflecting 45 00'00" left, a distance of 124.17 feet to a point on the East line of Lot 20; thence North along the east property line of said Lot 20 a distance of 46.00 feet; thence deflecting 90 00'00" left a distance of 88.40 feet; thence deflecting 45 00'00" right, a distance of 74.15 feet; thence deflecting 45 00'00" right, a distance of 56.40 feet to the Point of Beginning, containing 13,017.05 square feet, 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 grant such permanent easement to Grand Island Public Schools, on the above-described tract of land.

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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

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION  
ACQUISITION CONTRACT**

Copies to:

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

THIS CONTRACT, made and entered into this 12<sup>th</sup> day of October, 2012 by and between, **The City of Grand Island**, 100 East First Street, Grand Island, NE 68802-1968, hereinafter called the OWNER, and **Grand Island Public Schools of Hall County, Nebraska**, hereinafter called the BUYER.

**PERMANENT EASEMENT**

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby agrees to execute to the BUYER, a Permanent Easement for the construction, operation and maintenance of a driveway which will be prepared and furnished by the OWNER, to certain real estate described as follows.

A portion of Lot 20, Block 2, 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 and extending West along the north line of said Lot 20, a distance of 140.83' to the point of beginning, thence continuing West along said north lot line, a distance of 46.00 feet; thence deflecting 90°17'31" left, a distance of 92.40 feet; thence deflecting left 45°00'00", a distance of 88.61 feet; thence deflecting 45°00'00" left, a distance of 124.17 feet to a point on the East line of Lot 20; thence North along the east property line of said Lot 20 a distance of 46.00 feet; thence deflecting 90°00'00" left a distance of 88.40 feet; thence deflecting 45°00'00" right, a distance of 74.15 feet; thence deflecting 45°00'00" right, a distance of 56.40 feet to the Point of Beginning, containing 13,017.05 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 Permanent Easement(s) and to pay, therefore, upon the delivery of said executed Permanent Easement Deed. 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>13017</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>
<b>TOTAL</b>	<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**

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**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

OWNER

Grand Island Public Schools of Hall County, NE

The City of Grand Island

By Jennifer Worthington

Date Oct 12, 2012

Dated this 12<sup>th</sup> day of October, 2012

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

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.

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.

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

Notary Betty L Wagner

Notary \_\_\_\_\_

STATE OF Nebraska

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

ss. Hall County

ss. \_\_\_\_\_ County

