



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item E5

**Public Hearing on Acquisition of Public Right-of-Way for the
Walk to Walnut Safe Routes to School Project (Grand Island
Public Schools)**

Staff Contact: Terry Brown, Interim Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: November 13, 2012

Subject: Public Hearing Concerning Acquisition of Public Right-of-Way for the Walk to Walnut Safe Routes to School Project (Grand Island Public Schools)

Item #'s: E-5 & G-9

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

Background

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council. Public Right-of-Way is needed in the Walk to Walnut Safe Routes to School Project area to allow for the construction, operation, maintenance, extension, repair, replacement, and removal of elements involved with this project.

Discussion

At tonight's meeting we are also requesting approval to acquire a temporary easement on this same property to accommodate the construction of 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 conduct a Public Hearing and approve acquisition of Public Right-of-Way.

Sample Motion

Move to approve the acquisition of Public Right-of-Way.

WARRANTY DEED – INDIVIDUAL (page 1)

PROJECT: SRTS-40(57)

C.N.: 42521

TRACT: 2

KNOW ALL MEN BY THESE PRESENTS:

THAT Grand Island Public Schools of Hall County, Nebraska

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 THE CITY OF GRAND ISLAND, the following described real estate situated in HALL County, and State of Nebraska, to-wit;

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 19, Block 2, Imperial Village Subdivision; thence running northerly along the west line of Lot 20, Block 2, Imperial Village Subdivision, a distance of Twenty and Fourteen Hundredths (20.14) feet to the Point of Beginning, thence continuing northerly along said west line of Lot 20, a distance of Eighty Five (85.00) feet; thence deflecting 90°00'00" left, and running a distance of One Hundred Ten (110.00) feet; thence deflecting 90°00'00" left, and running a distance of Eighty Five (85.00) feet; thence deflecting 90°00'00" left, and running a distance of One Hundred Ten (110.00) feet to the Point of Beginning, containing 9,350 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:

Beginning at the northeast corner of Lot 20, Block 2, Imperial Village Subdivision; thence running easterly on an extension of the north line of said Lot 20, a distance of Seven and One Hundredths (7.01) feet a point on the west right-of-way line of Custer Avenue, thence running northerly along said west right-of-way line a distance of Eighty Four and Ninety One Hundredths (84.91) feet; thence deflecting 89°42'29" left, and running a distance of One Hundred Forty Seven and Forty One Hundredths (147.41) feet; thence deflecting 90°00'00" left, and running a distance of Eighty Five (85.00) feet to a point on the north line of said Lot 20; thence running easterly along said north line of Lot 20, a distance of One Hundred Forty and Eighty Three Hundredths (140.83) feet to the Point of Beginning, containing 12,541 square feet more or less.

SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO HIS, HER OR THEIR HEIRS, SUCCESSORS AND ASSIGNS ALL RIGHTS TO MINERALS, IN OR ON THE ABOVE DESCRIBED REAL PROPERTY. SAID GRANTOR AND/OR HIS, HER OR THEIR HEIRS, SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT TO ENTER OR USE THE SURFACE OF SAID REAL PROPERTY FOR ANY PURPOSE CONCERNING SAID MINERAL RIGHTS, NOR SHALL SAID GRANTOR AND/OR HIS, HER OR THEIR HEIRS, SUCCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

WARRANTY DEED – INDIVIDUAL (page 2)
PROJECT: SRTS-40(57) C.N.: 42521

TRACT: 2

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

WITNESS my hand and notarial seal the day and year last above written

Grand Island

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION
ACQUISITION CONTRACT**

Copies to:

1. Right of Way Division, Nebraska Department of Roads
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.

RIGHT OF WAY

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby agrees to execute to the BUYER, a deed which will be prepared and furnished by the BUYER, 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 19, Block 2, Imperial Village Subdivision; thence running northerly along the west line of Lot 20, Block 2, Imperial Village Subdivision, a distance of Twenty and Fourteen Hundredths (20.14) feet to the Point of Beginning, thence continuing northerly along said west line of Lot 20, a distance of Eighty Five (85.00) feet; thence deflecting 90°00'00" left, and running a distance of One Hundred Ten (110.00) feet; thence deflecting 90°00'00" left, and running a distance of Eighty Five (85.00) feet; thence deflecting 90°00'00" left, and running a distance of One Hundred Ten (110.00) feet to the Point of Beginning, containing 9,350 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:

Beginning at the northeast corner of Lot 20, Block 2, Imperial Village Subdivision; thence running easterly on an extension of the north line of said Lot 20, a distance of Seven and One Hundredths (7.01) feet a point on the west right-of-way line of Custer Avenue, thence running northerly along said west right-of-way line a distance of Eighty Four and Ninety One Hundredths (84.91) feet; thence deflecting 89°42'29" left, and running a distance of One Hundred Forty Seven and Forty One Hundredths (147.41) feet; thence deflecting 90°00'00" left, and running a distance of Eighty Five (85.00) feet to a point on the north line of said Lot 20; thence running easterly along said north line of Lot 20, a distance of One Hundred Forty and Eighty Three Hundredths (140.83) feet to the Point of Beginning, containing 12,541 square feet more or less.

The BUYER agrees to purchase the above described Right of Way and to pay, therefore, upon the delivery of said executed 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>9350</u> square feet at \$ <u>0.00</u> per square foot	<u>\$ 0.00</u>
Approximately <u>12541</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>\$ 0.00</u>

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

It is agreed and understood that the Buyer shall own and hold the above described real estate as park land for public use and recreation.

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.

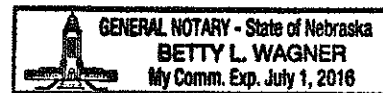
WITNESS my hand and Notarial Seal the day and year above written.

Notary Betty L. Wagner

STATE OF Nebraska

ss.

County

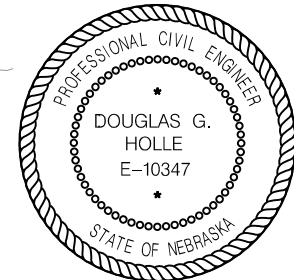
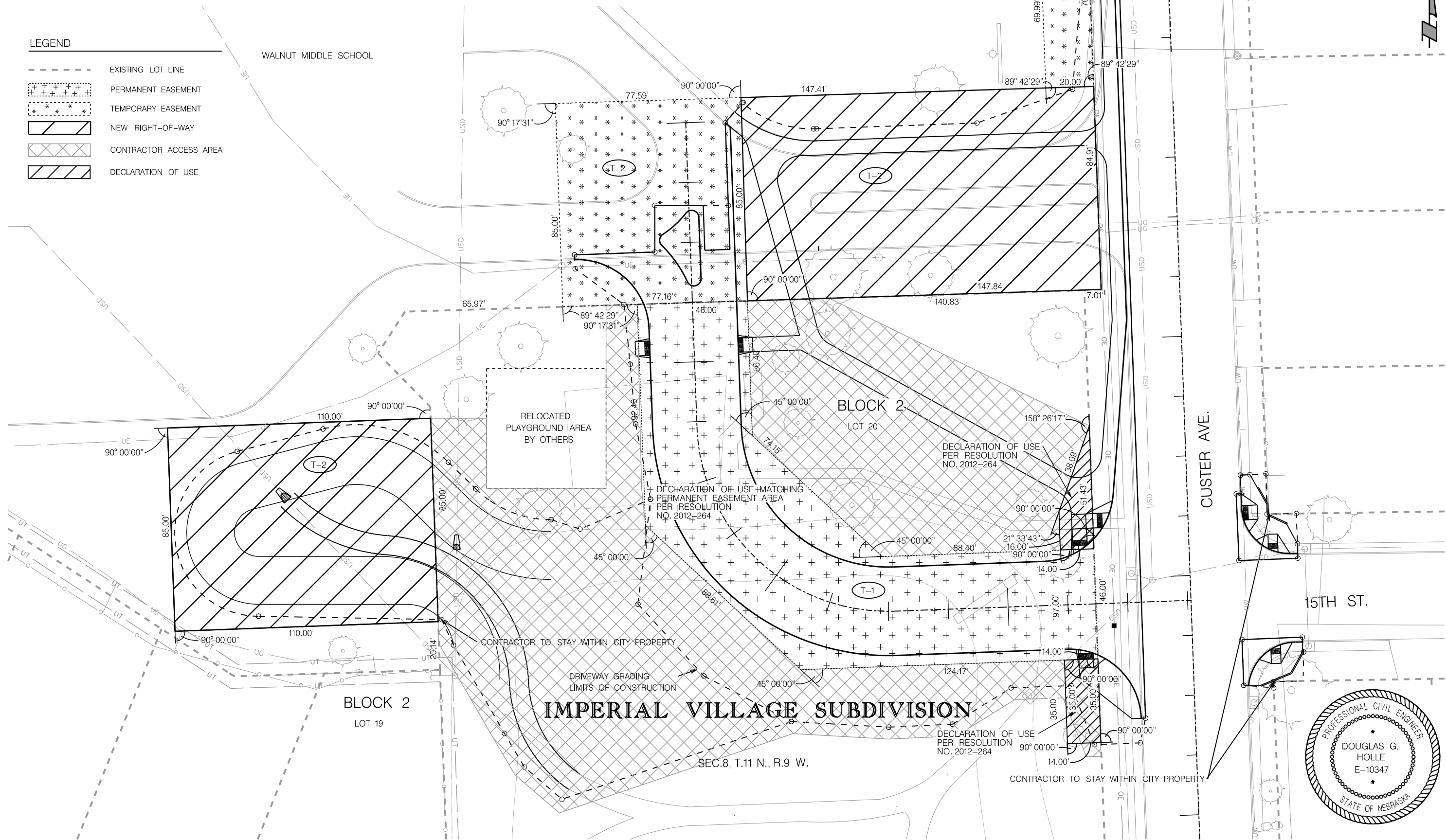


PROJ: SPRINTS
PEN: SPENTBLAS
USER: MEGAN STARNER
DATE: 10/1/2012
DGN: ROW Sheet LCGN

OWNERSHIP			EASEMENTS		
TRACT NO.	OWNER	DESCRIPTION	TAKING SQ. FT.	PERM. EASE. SQ. FT.	TEMP. EASE. SQ. FT.
T-1	CITY OF GRAND ISLAND	IMPERIAL VILLAGE SUB TO THE CITY OF GRAND ISLAND LT 20 BLK 2		13,017	
T-2	SCHOOL DISTRICT NUMBER 2 OF HALL COUNTY, NE	MISCELLANEOUS TRACTS 8-11-9 TO THE CITY OF GRAND ISLAND PT E 1/2 SW 1/4 27.65AC	21,891		7,978

LEGEND

- EXISTING LOT LINE
- + + + PERMANENT EASEMENT
- * * * TEMPORARY EASEMENT
- /// NEW RIGHT-OF-WAY
- XXX CONTRACTOR ACCESS AREA
- /// DECLARATION OF USE



RIGHT OF WAY