

City of Scottsbluff, Nebraska

Monday, March 6, 2017

Regular Meeting

Item Resolut.1

Council to consider an Ordinance annexing a tract of land in portions of Sections 11, 12, and 13 in Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County (known as 42nd Street from Avenue I to 5th Ave, including the Landers Soccer Complex) (second reading).

Staff Contact: Nathan Johnson, City Manager

ORDINANCE NO. _____

AN ORDINANCE ANNEXING A TRACT OF LAND IN PORTIONS OF SECTIONS 11, 12, AND 13 IN TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA:

Section 1. The following described real estate is found and declared to be contiguous and adjacent to the corporate limits of the City of Scottsbluff, Nebraska, to be urban or suburban in character, and not to be agricultural land which is rural in character.

A tract of land situated in Sections 11, 12 and 13 in Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, more particularly described as follows:

Commencing at the southeast corner of the SW1/4 SW1/4 of Section 11, said point being the **POINT OF BEGINNING**; thence north 33' on the east line of the SW1/4 SW1/4 Section 11, to the existing Scotts Bluff County road ROW line; thence east parallel to the south line of Section 11, on said county road ROW to a point on the east line of Section 11, said point being 33 feet north of the SE corner of Section 11;

thence east 33', parallel to and 33 feet distant from south line of Section 12; thence north, parallel to and 33 feet distant from the west line of Section 12 to the north line of the south 1/2 of the SW1/4 of Section 12, said point also being on the north line of the City of Scottsbluff soccer field complex Parcel #010051295; thence east on the north line of the south 1/2 of the SW1/4 of Section 12 to the east line of the South 1/2 of the SW1/4 of Section 12; thence south on the east line of the SW1/4 of Section 12 to the South 1/4 corner of Section 12;

thence south (50 feet ±) on the east line of the NW1/4 of Section 13 to the north line of Lot 1, Block 2, Hilltop Estates; thence west on the north line of Lot 1, Block 2, and Lot 2, Block 1, Hilltop Estates, and on the north line of Lot 1, Block 1, Hilltop Estates Replat, to the northwest corner of Lot 1, Block 1, Hilltop Estates Replat; thence north 17 feet ± on the east line of Parcel #010027548 to a point 33 feet south of the north line of Section 13; thence west parallel to and 33 feet distant from the north line of Section 13 to the east line of Fairview Cemetery parcel #010229388; thence north on the east line of the Fairview Cemetery parcel # 010229388 to the north line of Section 13;

thence west on the north line of Section 13 to the NW corner of Section 13;

thence west on the south line of Section 11 to the point of beginning.

Section 2. The real estate described above is annexed to and included within the corporate limits of the City, and hereafter shall be and remain a part of the City for all purposes whatsoever.

Section 3. The inhabitants of the real estate described above shall be entitled to all the rights and privileges, and subject to all the laws, ordinances, rules and regulations of the City. Such inhabitants shall receive substantially the benefits of other inhabitants of lands within the City as soon as practical, and adequate plans and necessary City Council action, if any, to furnish such benefits as police, fire, snow removal and water service shall be adopted as provided in Section 16-120 R.R.S. (Reissue 2012).

Section 4. This Ordinance shall become effective upon its passage, approval and publication as provided by law.

PASSED AND APPROVED on February __, 2017.

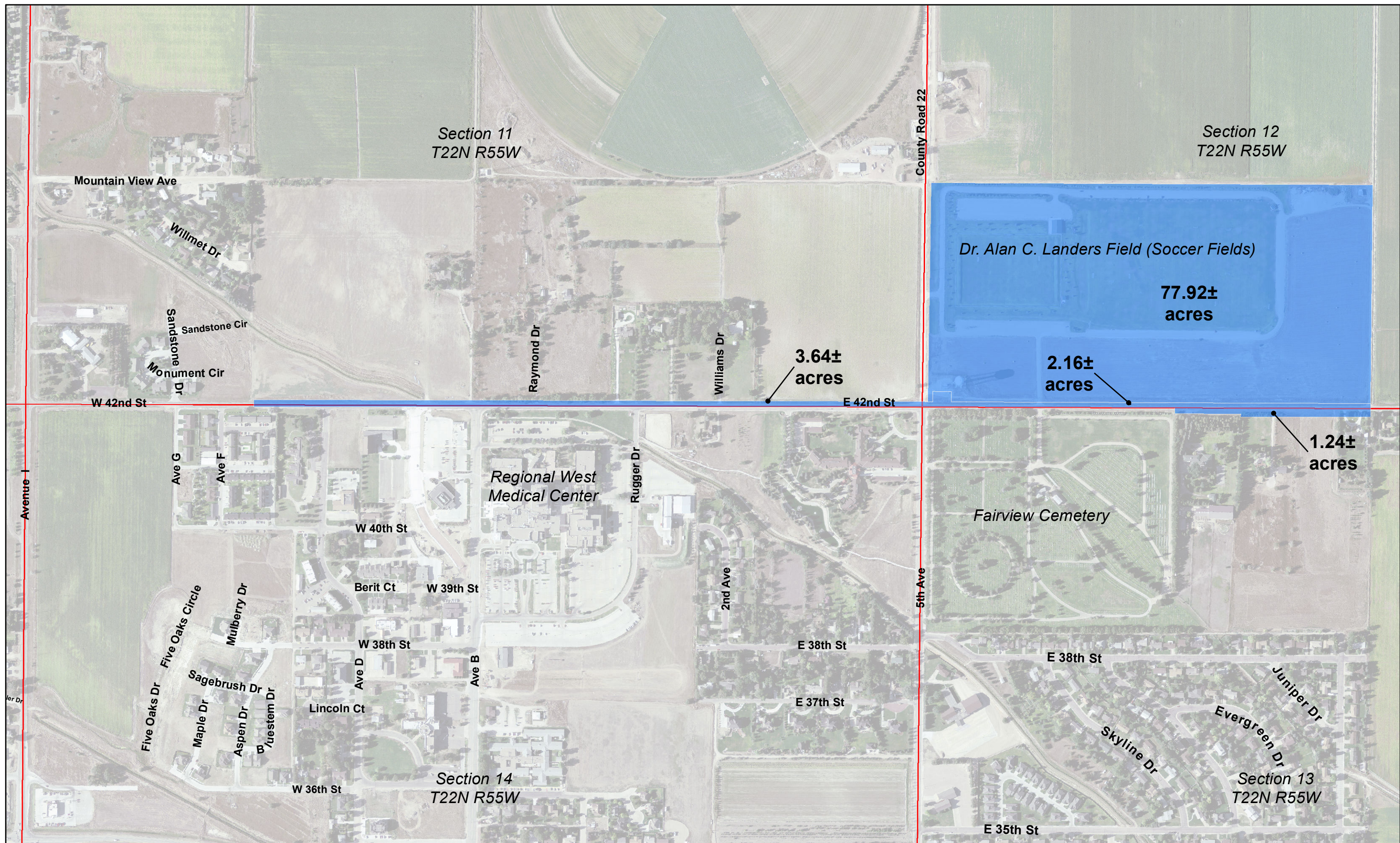
Mayor

ATTEST:

City Clerk (Seal)

Approved as to form:

Deputy City Attorney



Path: P:\GIS\LocalGov\NE\County\ScottsBluff\City\Scottsbluff\Maps\Annexation\Scottsbluff Proposed Annexation - Figure 1.mxd

Figure 1. Proposed Annexation



1 inch = 500 feet

■ Proposed Annexation □ Section ■





Timothy J. Arlt
General Manager Retail
(402) 563-5812
Email: tjarlt@nppd.com

February 3, 2017

Mr. Nathan Johnson, City Manager
City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

RE: Request for Annexation

Dear Mr. Johnson:

On behalf of the Nebraska Public Power District ("NPPD"), NPPD certainly supports the City of Scottsbluff in their efforts to annex the property the City of Scottsbluff owns adjacent to the Landers Soccer facility, described in the attached Corporation Warranty Deed, into Scottsbluff's corporate limits.

It would be beneficial to both NPPD and Scottsbluff if the annexed property is all within the Scottsbluff corporate boundaries. As such please accept this letter as a NPPD's support for the City of Scottsbluff intention to annex the property into the corporate limits of Scottsbluff.

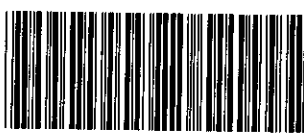
Please let me know if you have any questions.

Sincerely,

Timothy J. Arlt
General Manager of Retail

cc: Terry Rajewich, NPPD Account Manager

Columbus General Office
1414 15th Street / P.O. Box 499 / Columbus, NE 68602-0499
Telephone: (402) 564-8561 / **Fax:** (402) 563-5551



2014-3468

NEBRASKA DOCUMENTARY STAMP TAX	
Date	7-23-2014
\$	EX. 2 By JBauer

INST. 2014 3468

RECORDED
SCOTTS BLUFF COUNTY, NE

Date 7-23-14 Time 10:09AM

Jean A. Bauer

REGISTER OF DEEDS

NUM PAGES 2
DOC TAX EX. 2 PD CHG RET
FEES 16.00 PD ✓ CHG RET 16.00
TOTAL 16.00 CK 22.00
REC'D TITLE EXPRESS
RET 1208 Arc. I Ste B
SCOTTSBLUFF NE 69361-1334

NUM INDEX
COMPUTER
PICTURED
IMAGED

Return to:
Kent A. Hadenfeldt
Simmons Olsen Law Firm, P.C.
1502 Second Avenue
Scottsbluff, NE 69361

CORPORATION WARRANTY DEED

CITY OF SCOTTSBLUFF, NEBRASKA, Grantor, a municipal corporation organized under and by virtue of the laws of the State of Nebraska, in consideration of Ten dollars, (\$10.00), and other valuable consideration received, does hereby grant, bargain, sell, convey and confirm unto Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska, Grantee, the following described real estate:

A tract of land situated in the Southwest Quarter of the Southwest Quarter of Section 12, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, more particularly described as follows: Beginning at the southwest corner of Section 12, thence northerly on the west line of Section 12, on an assumed bearing of N00°00'00"E, a distance of 193.00 feet, thence bearing N89°47'28"E, on a line parallel with and 193.00 feet north of the south line of Section 12, a distance of 63.00 feet, to the point of intersection with the northwest corner of a tract of land as described in Deed Book 105, page 612, Scotts Bluff County Register of Deed's office, thence bearing S00°00'00"W, on the west line of said referenced tract of land, and on a line being 63.00 feet east of and parallel with the west line of Section 12, a distance of 100.00 feet, to the point of intersection with the southwest corner of said referenced tract of land, and said point also being the northwest corner of a second referenced tract of land as described in Deed Book 215, page 491, thence continuing southerly on the west line of second referenced tract of land, bearing S00°00'00"W, and on a line parallel with the west line of Section 12, a distance of 15.00 feet, to the point of intersection with the southwest corner of said second referenced tract of land, said corner being 78.00 feet north of the south line of Section 12, as measured perpendicular to said south line, thence bearing N89°47'28"E, on the south line of said second referenced tract of land, and on a line being 78.00 feet north of and parallel with the south line of Section 12, a distance of 100.00 feet, to the point of intersection with the southeast corner of said second referenced tract of land, and said point being 163.00 feet east of the west line of Section 12, as measured perpendicular to said west line, thence bearing N00°00'00"E, on the east line of said second referenced tract of land, and on a line being 163.00 feet east of and parallel with said west line of Section 12, a distance of 15.00 feet, to the point of intersection with the northeast corner of said second referenced tract of land, and said point also being the southeast corner of the tract of land described in Deed Book 105, page 612, thence continuing northerly on the east line of said referenced tract of land, bearing N00°00'00"E, and on a line being 163.00 feet east of and parallel with the west line of Section 12, a distance of 100.00 feet, to the point of intersection with the northeast corner of said referenced tract of land, and said point being 193.00 feet north of the south line of Section 12, as measured perpendicular to said south line, thence bearing N89°47'28"E, on a line 193.00 feet north of and parallel with the south line of Section 12, a distance of 10.00 feet, thence bearing S00°00'00"W, on a line being 173.00 feet east of and parallel with the west line of Section 12, a distance of 193.00 feet, to the point of intersection with the south line of Section 12, thence bearing S89°47'28"W, on the south line of Section 12, a distance of 173.00 feet, to the Point of Beginning, containing an area of 0.50 acres, more or less,

Excepting and reserving unto Grantor a right-of-way for road, signage and utility purposes in the west 50 feet and the south 50 feet of the above-described parcel of land. Grantee owns facilities that are already located in Grantor's reserved right-of-way. If at any time, for any reason, Grantor's use of the reserved right-of-way requires Grantee to relocate any of the Grantee's owned facilities in the the reserved right-of-way, Grantor agrees to pay to Grantee all costs, including but not limited to, the costs for design, engineering, approvals and permits, materials and equipment, construction, moving of any facilities and structures and equipment used in connection therewith, including labor and administrative costs, incurred by Grantee for moving such facilities.

To have and to hold the above described real estate together with all tenements, hereditaments and appurtenances thereto belonging unto Grantee and to Grantee's heirs and assigns forever.

And Grantor for itself and its successors does hereby covenant with Grantee and with Grantee's heirs and assigns that Grantor is lawfully seized of said real estate, that Grantor has good right and lawful authority to convey the same; and that Grantor warrants and will defend the title to said real estate against the lawful claims of all persons whosoever.

In witness whereof, Grantor has hereunto caused its corporate seal to be affixed and these presents signed by its Mayor.

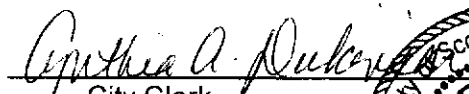
CITY OF SCOTTSBLUFF, NEBRASKA,
A Municipal Corporation,

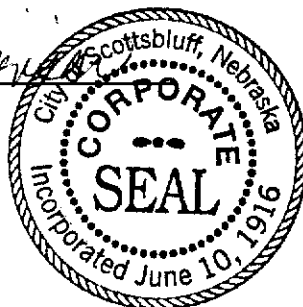
By 
Randy Meininger

Title: Mayor

Dated: July 17, 2014

ATTEST

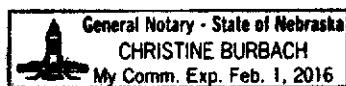

Cynthia A. Dukerich
City Clerk



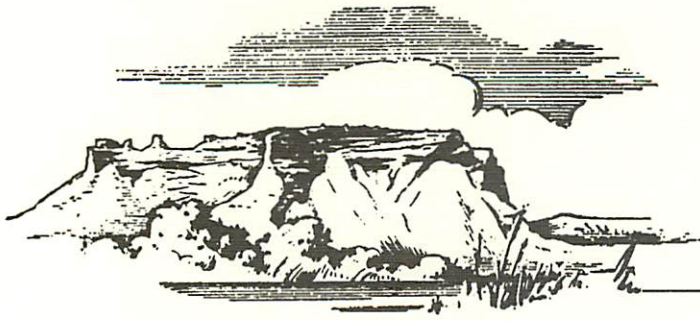
STATE OF NEBRASKA)
) ss.
COUNTY OF SCOTTS BLUFF)

Before me, a notary public qualified in said county, personally came Randy Meininger, Mayor of the City of Scottsbluff, Nebraska, known to me to be the identical person(s) who signed the foregoing instrument and acknowledged the execution to be his act and deed.

Witness my hand and notarial seal on July 17, 2014.




Christine Burbach
Notary Public



Scotts Bluff County Commissioners

Administration Building
1825 10th Street
Gering, Nebraska 69341-2487

(308) 436-6600

January 5, 2017

Mr. Nathan Johnson, City Manager
City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

Re: Request for Annexation

Dear Mr. Johnson:

I am writing on behalf of the Scotts Bluff County Board of Commissioners ("County"). The County now requests the City of Scottsbluff ("Scottsbluff") to annex part of the property it owns, including part of 42nd Street currently with the County from Avenue I east to one-half mile east of 5th Avenue and property adjacent to the Landers Soccer facility ("annexed property") into Scottsbluff's corporate limits.

We realize the legal description for the annexed property will have to be mutually determined by the County and Scottsbluff. It appears, however, it would be beneficial to both the County and Scottsbluff if the annexed property is all within the Scottsbluff corporate boundaries. As such please accept this letter as a request to annex the annexed property into the corporate limits of Scottsbluff.

Please let me know if you have any questions.

Yours very truly,

Mark J. Masterton, Chairman
Scotts Bluff County Board of Commissioners

