

Agenda Item: 9.

MEMORANDUM

TO: Programs, Projects & Operations Subcommittee

FROM: Amanda Grint, Water Resources Engineer

SUBJECT: Dedication of Right-of-Way and Easements to the City of Papillion for 120th Street Improvements

DATE: October 30, 2017

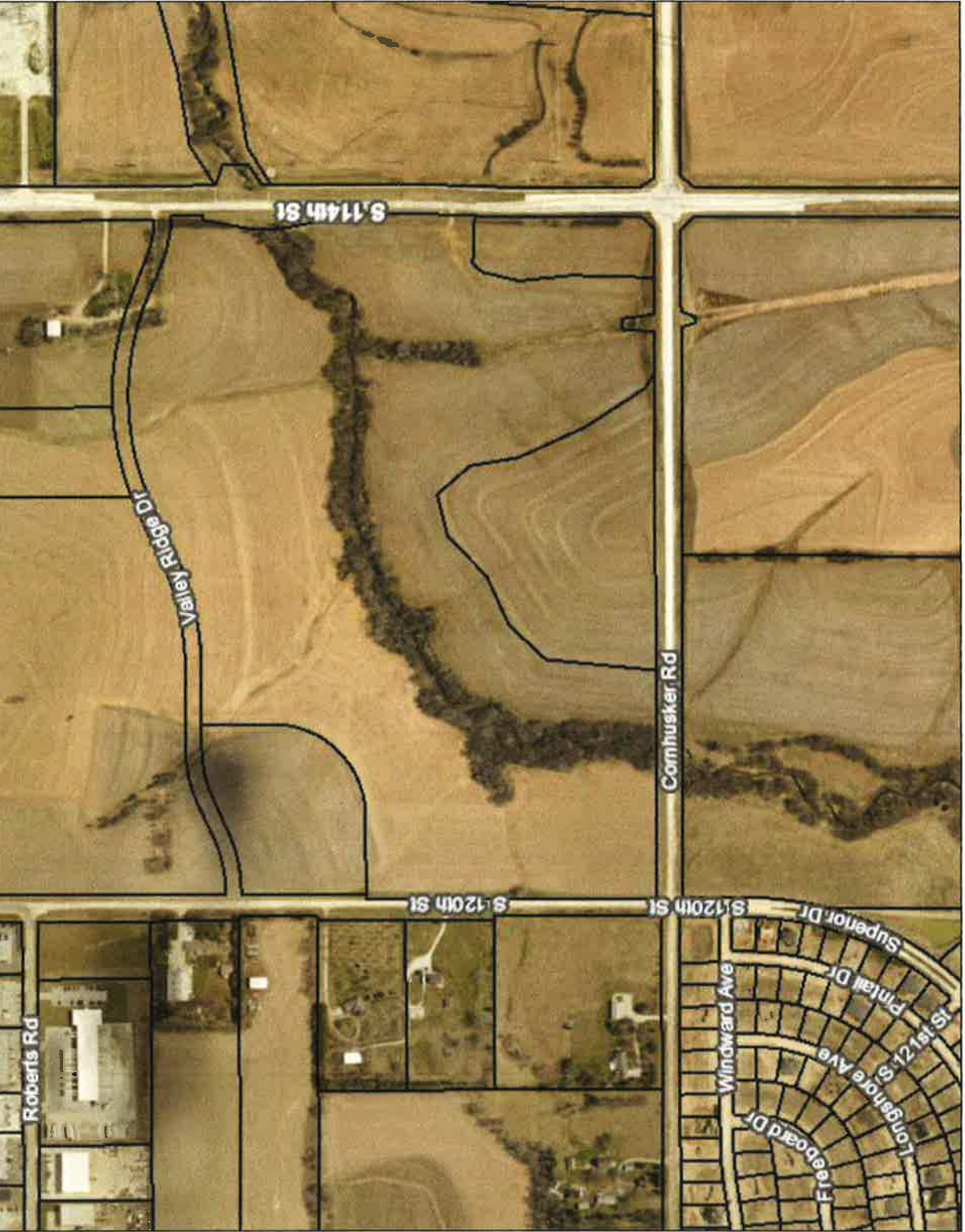
In April 2016, the District approved the purchase of Tract 1 for the West Papillion No. 6 Regional Detention Basin (WP6) located at 114th and Cornhusker Road. The City of Papillion is in the process of designing improvements to the 120th Street corridor and requests that some of the land purchased by the District be dedicated as right-of way and some as temporary and permanent construction easements.

The attached map shows the location of the District property and the proposed easements. The City requests:

- A 17-foot dedicated right of way along the east side of 120th Street.
- A permanent storm sewer and drainage easement for the extension of a culvert.
- A temporary construction easement along the east side of 120th Street to complete the work.

Staff recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the proposed Temporary Construction Easement, Permanent Storm Sewer and Drainage Easement and Dedication of Street Right-of-Way to the City of Papillion for the 120th Street Improvements, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

Sarpy County Property Information



Legend

Road Centerlines

2016 Aerial Photo

- Red: Band_1
- Green: Band_2
- Blue: Band_3

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



Sarpy County GIS

1210 Golden Gate Dr.
Suite 1130
Papillion, NE 68046
maps.sarpy.com

DEDICATION FOR STREET RIGHT OF WAY PURPOSES

DEDICATION: KNOW ALL PERSONS BY THESE PRESENTS: That the undersigned, **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**, A POLITICAL SUBDIVISION OF THE STATE OF NEBRASKA, sole owner of the following described property:

A 17.00 FOOT RIGHT-OF-WAY DEDICATION LOCATED IN PART OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE EAST ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER ON AN ASSUMED BEARING OF N87°16'48"E, 33.04 FEET; THENCE N02°43'12"W, 50.00 FEET TO A POINT INTERSECTING THE NORTH RIGHT-OF-WAY LINE OF CORNHUSKER ROAD AND THE EAST RIGHT-OF-WAY LINE OF 120TH STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON SAID EAST RIGHT-OF-WAY LINE OF 120TH STREET N02°40'24"W, 1088.78 FEET; THENCE CONTINUING ON SAID EAST RIGHT-OF-WAY LINE OF 120TH STREET N87°19'36"E, 17.00 FEET; THENCE S02°40'24"E, 1088.76 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF CORNHUSKER ROAD; THENCE ON SAID NORTH RIGHT-OF-WAY LINE OF CORNHUSKER ROAD S87°16'48"W, 17.00 FEET TO THE POINT OF BEGINNING.

SAID 17.00 FOOT RIGHT-OF-WAY DEDICATION CONTAINS A CALCULATED AREA OF 18,509.11 SQ. FT. OR 0.425 ACRES MORE OR LESS.

Hereby dedicates the land described above as right-of-way for 120th Street to the public for public use that portion of the property, more particularly described in Exhibit "1" attached hereto.

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

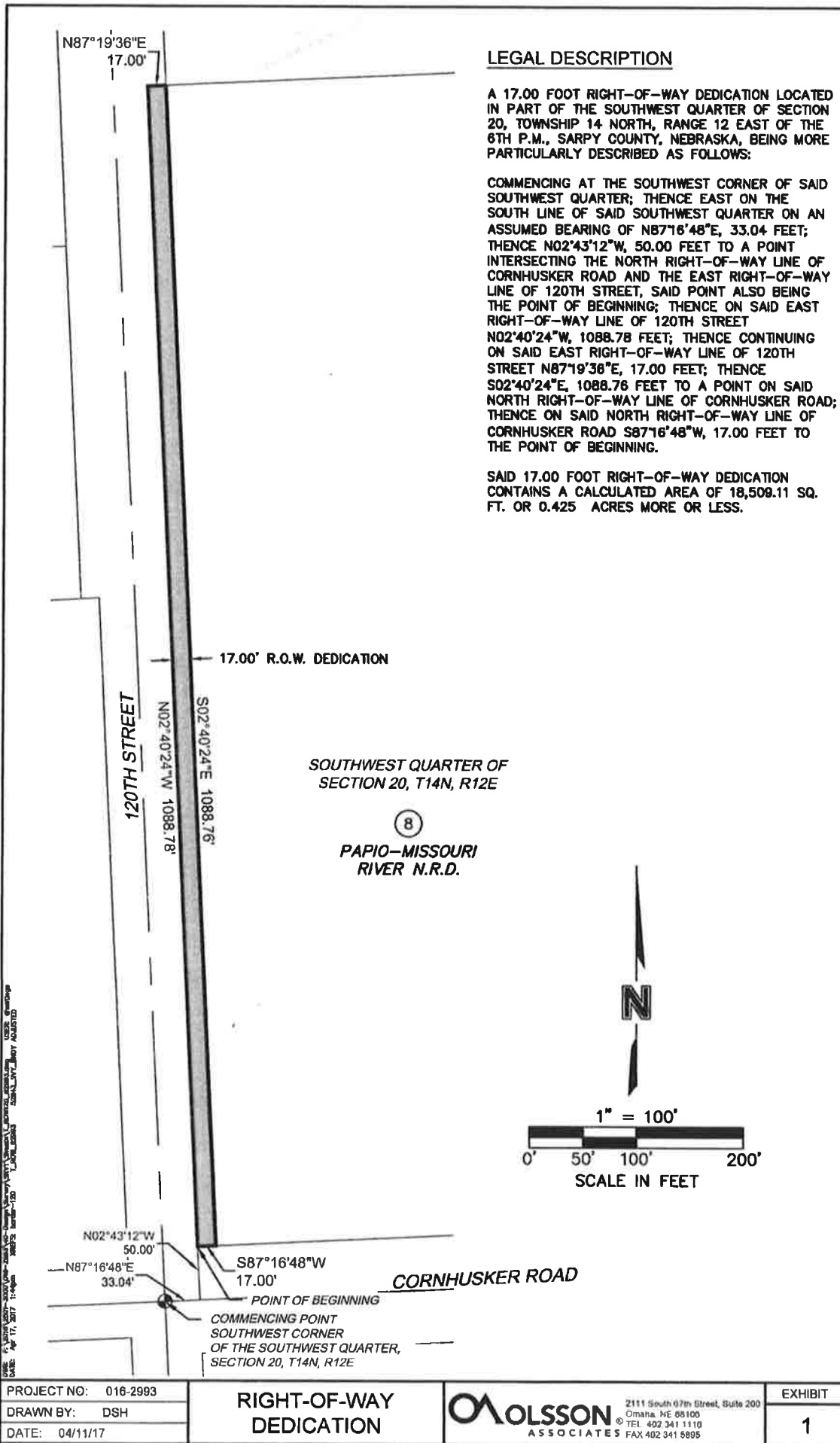
John, Winkler, General Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came John Winkler, General Manager known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be his or her voluntary act and deed on behalf of such PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF NEBRASKA.

Witness my hand and Notarial Seal this _____ day of _____, 2016.

Notary Public



PROJECT NO: 016-2993	RIGHT-OF-WAY DEDICATION	MOLSSON ASSOCIATES 2111 South 07th Street, Suite 200 Omaha, NE 68109 TEL 402 341 1110 FAX 402 341 5895	EXHIBIT
DRAWN BY: DSH			1
DATE: 04/11/17			

STORM SEWER AND DRAINAGE EASEMENT

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF NEBRASKA, and its successors and assigns ("Grantor"), for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby donate, grant and convey unto the CITY OF PAPILLION, A MUNICIPAL CORPORATION OF THE STATE OF NEBRASKA and its successors and assigns ("Grantee"), a permanent, perpetual Storm Sewer and Drainage Easement for the right to construct, maintain, operate and replace underground storm sewers, underground drainage structures, facilities, drainage ways, and appurtenances thereto over, under, and through the portions of the parcels of land respectively described on Exhibit(s) "A" inclusive, attached and incorporated herein (collectively the "Easement Areas").

TO HAVE AND TO HOLD, the Grantor agrees as follows:

- 1) The Grantor shall convey a permanent, perpetual Storm Sewer and Drainage Easement over, under and through the Easement Areas to Grantee, together with the right of access for the purpose of constructing, inspecting, maintaining, operating, repairing, and/or replacing such underground storm sewers, underground drainage structures, facilities, drainage ways, and appurtenances thereto.
- 2) No buildings or other structures shall be placed in, on, over, or across the Easement Areas by Grantor without the express approval of the Grantee, which shall be determined at the sole discretion of the Grantee.
- 3) The Grantor may, following construction of such underground storm sewers, underground drainage structures, facilities, drainage ways, and appurtenances thereto continue to use the Easement Areas for all other purposes, subject to the right of the Grantee to use the same for the purposes herein expressed and except as provided herein. Landscaping, road surfaces, street surfaces, parking area surfaces, sidewalks, and trails are expressly permitted on the Easement Areas. Any such permitted items or materials placed on or within the Easement Areas shall be maintained by Grantor.

- 4) The Grantor warrants that it has the lawful authority and right to grant and convey this Easement in the manner and form aforesaid, and that it will warrant and defend this Easement against the lawful claims and demands made by all persons.

IN WITNESS WHEREOF the Grantor has executed this Easement as of this _____ day of _____, 20____.

GRANTOR:
PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT, A POLITICAL
SUBDIVISION OF THE STATE OF
NEBRASKA.

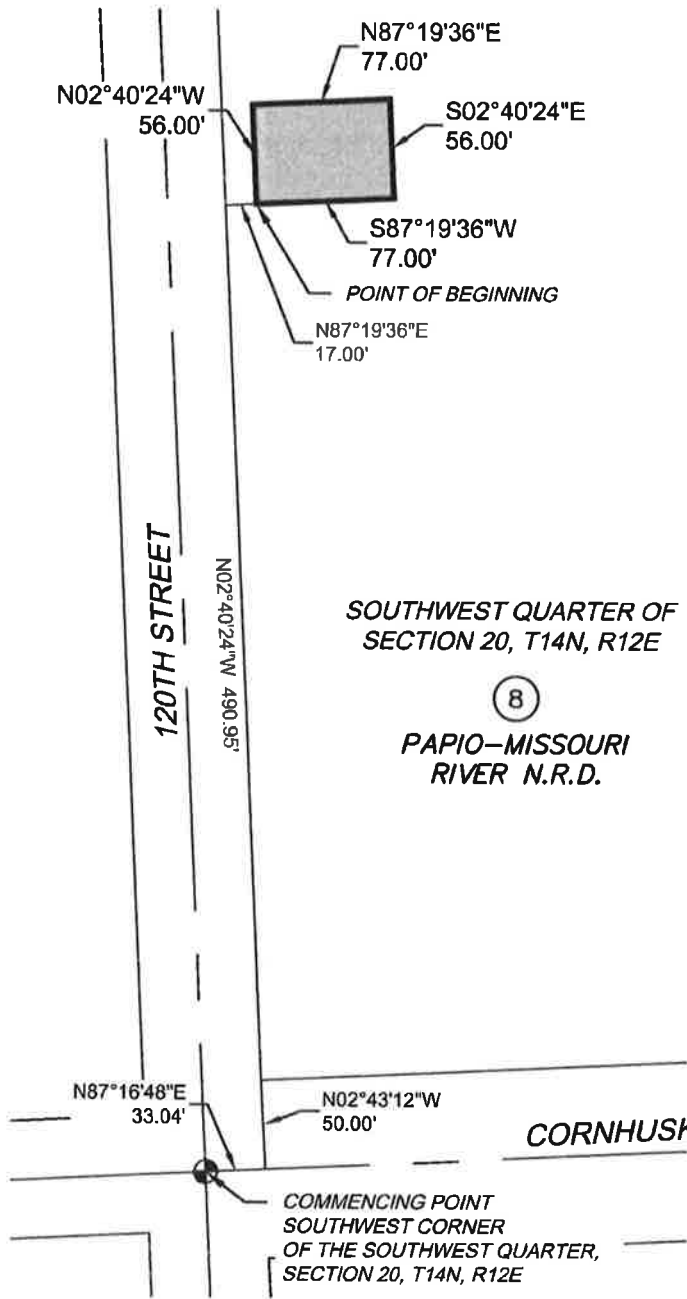
By: John Winkler

Its: General Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Now on this ____ day of _____, 20____, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came John Winkler, General Manager of the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, NEBRASKA, A POLITICAL SUBDIVISION OF THE STATE OF NEBRASKA, who is personally known to me to be the same person who executed in such capacity the within instrument on behalf of said entity and who duly acknowledged the execution of the same to be the act and deed of said entity.

Notary Public



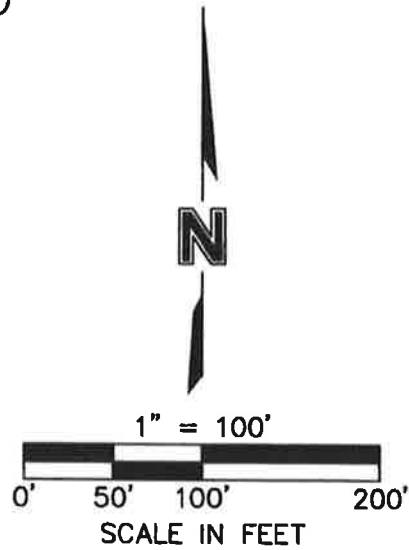
LEGAL DESCRIPTION

A PERMANENT STORM SEWER EASEMENT LOCATED IN PART OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER ON AN ASSUMED BEARING OF N87°16'48"E, 33.04 FEET; THENCE N02°43'12"W, 50.00 FEET TO A POINT INTERSECTING THE NORTH RIGHT-OF-WAY LINE OF CORNHUSKER ROAD AND THE EAST RIGHT-OF-WAY LINE OF 120TH STREET; THENCE ON SAID EAST RIGHT-OF-WAY LINE OF 120TH STREET N02°40'24"W, 490.95 FEET; THENCE N87°19'36"E, 17.00 FEET TO THE POINT OF BEGINNING; THENCE N02°40'24"W, 56.00 FEET; THENCE N87°19'36"E, 77.00 FEET; THENCE S02°40'24"E, 56.00 FEET; THENCE S87°19'36"W, 77.00 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT STORM SEWER EASEMENT CONTAINS A CALCULATED AREA OF 4312.00 SQ. FT. OR 0.099 ACRES MORE OR LESS.

DATE: 04/11/2017 1:49pm
 USER: dsh
 PROJECT: 016-2993
 DRAWN BY: DSH
 FILE: F:\DATA\2017\04\11\016-2993\DWG\17-04-11-17-016-2993.dwg
 PLOT: 17-04-11-17-016-2993.dwg
 PLOT DATE: 04/11/2017 1:49pm
 PLOT USER: dsh



PROJECT NO:	016-2993
DRAWN BY:	DSH
DATE:	04/11/17

**PERMANENT
STORM SEWER
EASEMENT**

2111 South 67th Street, Suite 200
 Omaha, NE 68108
 TEL 402.341.1116
 FAX 402.341.5895

EXHIBIT
1

TEMPORARY CONSTRUCTION EASEMENT

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF NEBRASKA, and its successors and assigns ("Grantor"), for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby donate, grant and convey unto the CITY OF PAPIILLION, A MUNICIPAL CORPORATION OF THE STATE OF NEBRASKA and its successors and assigns ("Grantee"), a Temporary Construction Easement for the right to survey, grade, shape, excavate, inspect, construct and operate equipment for the installation of roadway, electrical, water, sewer and drainage utilities, and appurtenances thereto over, under, and through the portions of the parcels of land respectively described on Exhibit(s) "A" inclusive, attached and incorporated herein (collectively the "Easement Areas").

TO HAVE AND TO HOLD, the Grantor and Grantee agree as follows:

1. The Grantee, its engineers, contractors, and agents shall have the full right and authority of ingress and egress at all times upon the Easement Area in order to perform any of the acts and functions described within the purposes and scope of this easement.
2. This easement area shall commence on the date hereof and shall continue during the period of construction of the Improvements being installed by the Grantee, and shall terminate 60 days after the completion of the Improvements.
3. The Grantee shall pay the Grantor, or the Grantor's lessee, as their interest may appear, for any damage to growing crops caused by the Grantee, its engineers, contractors or agents, in pursuance of the purposes and scope of this easement, whether within or outside of the Easement Area. Claims for any such damage shall be filed with the Grantee within three months after termination of this Easement Area.
4. The Grantor acknowledges and agrees that as a grade change may result as a result of the Easement Area.
5. During the term of the Easement Area, the Grantor agrees not to allow any buildings or structures to be placed within the Easement Area.
6. It is further agreed that the Grantor has lawful possession of said real estate, and good right and lawful authority to make the conveyance herein subject to matters of record, and that the Grantor and its heirs, executors, administrators, successors and assigns shall warrant and defend the same.
7. The covenants of the Grantor herein contained shall constitute independent covenants running with the land and shall be binding upon Grantor, and its heirs, executors,

successors and assigns, and shall inure to the benefit of Grantee, and its successors and assigns.

- 8. This instrument contains the entire agreement of the parties and there are no other or different agreements or understandings.

IN WITNESS WHEREOF the GRANTOR has executed this Temporary Construction Easement as of this ____ day of _____, 20____.

GRANTOR:
PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT, A POLITICAL
SUBDIVISION OF THE STATE OF
NEBRASKA.

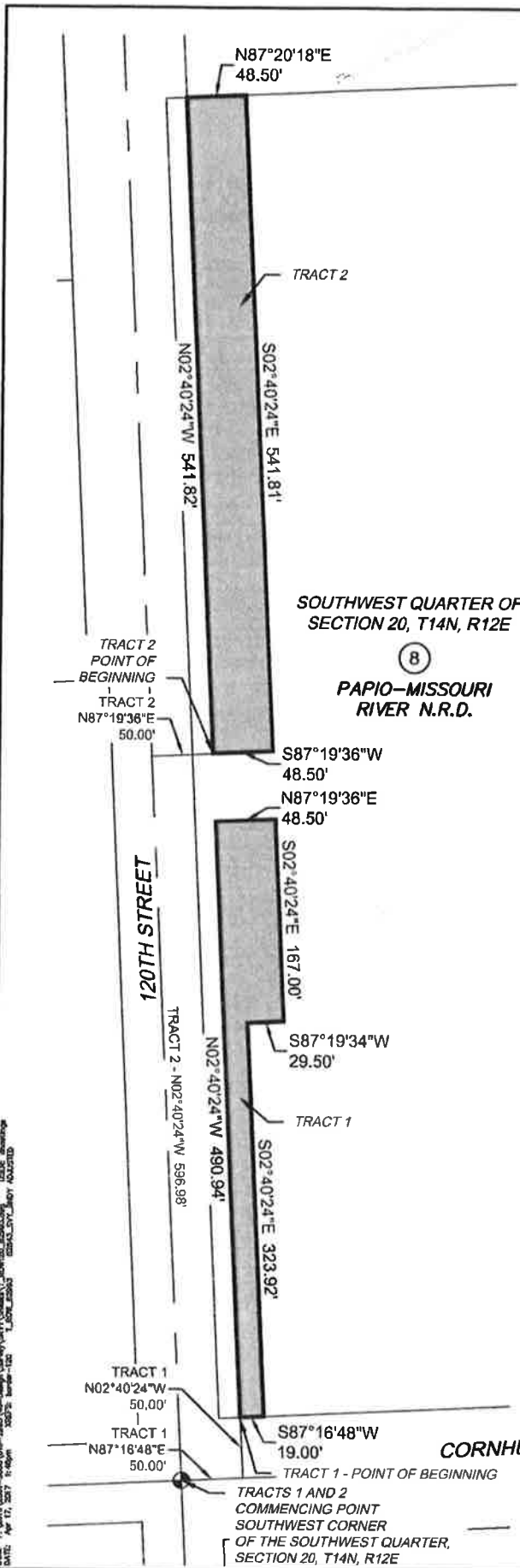
By: John Winkler

Its: General Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Now on this ____ day of _____, 20____, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came John Winkler, General Manager of the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, NEBRASKA, A POLITICAL SUBDIVISION OF THE STATE OF NEBRASKA, who is personally known to me to be the same person who executed in such capacity the within instrument on behalf of said entity and who duly acknowledged the execution of the same to be the act and deed of said entity.

Notary Public



LEGAL DESCRIPTION

TRACT 1

A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN PART OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER ON AN ASSUMED BEARING OF N87°16'48"E, 50.00 FEET; THENCE N02°40'24"W, 50.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF CORNHUSKER ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N02°40'24"W, 490.94 FEET; THENCE N87°19'36"E, 48.50 FEET; THENCE S02°40'24"E, 167.00 FEET; THENCE S87°19'34"W, 29.50 FEET; THENCE S02°40'24"E, 323.92 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF CORNHUSKER ROAD; THENCE ON SAID NORTH RIGHT-OF-WAY LINE OF CORNHUSKER ROAD S87°16'48"W, 19.00 FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS A CALCULATED AREA OF 14,254.22 SQ. FT. OR 0.327 ACRES MORE OR LESS.

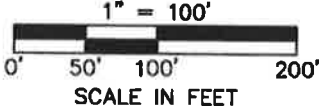
TRACT 2

A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN PART OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE ON THE WEST LINE OF SAID SOUTHWEST QUARTER ON AN ASSUMED BEARING OF N02°40'24"W, 596.98 FEET; THENCE N87°19'36"E, 50.00 FEET TO THE POINT OF BEGINNING; THENCE N02°40'24"W, 541.82 FEET TO THE SOUTHWEST CORNER OF LOT 4, THRASHER ADDITION, A PLATTED AND RECORDED SUBDIVISION IN SAID SARPY COUNTY, NEBRASKA; THENCE ON THE SOUTH LINE OF SAID LOT 4 N87°20'18"E, 48.50 FEET; THENCE S02°40'24"E, 541.81 FEET; THENCE S87°19'36"W, 48.50 FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS A CALCULATED AREA OF 28,278.21 SQ. FT. OR 0.603 ACRES MORE OR LESS.

SAID COMBINED TRACTS 1 AND 2 TEMPORARY CONSTRUCTION EASEMENTS CONTAIN A CALCULATED AREA OF 40,532.43 SQ. FT. OR 0.930 ACRES MORE OR LESS.



DRAWN BY: DSH
 DATE: 04/11/17
 PROJECT NO: 016-2993
 TITLE: TEMPORARY CONSTRUCTION EASEMENT
 SHEET NO: 1 OF 1
 SCALE: AS SHOWN
 DRAWN BY: DSH
 DATE: 04/11/17
 PROJECT NO: 016-2993
 TITLE: TEMPORARY CONSTRUCTION EASEMENT
 SHEET NO: 1 OF 1
 SCALE: AS SHOWN

PROJECT NO: 016-2993	TEMPORARY CONSTRUCTION EASEMENT	MOLSSON ASSOCIATES	2111 South 67th Street, Suite 200 Omaha, NE 68106 TEL 402 341 1116 FAX 402 341 5805	EXHIBIT
DRAWN BY: DSH				1
DATE: 04/11/17				