RESOLUTION 2026-25

A RESOLUTION APPROVING A PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT GRANTED BY GERALD PIRNIE FOR THE MUNICIPAL SANITARY SEWER EXTENSION PROJECT OF THE CITY OF BROKEN BOW, NEBRASKA, AND AUTHORIZING EXECUTION AND RECORDING THEREOF.

WHEREAS, the City of Broken Bow, Nebraska (the "City"), a city of the second class, is undertaking a municipal sanitary sewer extension project requiring the survey, construction, installation, operation, maintenance, repair, replacement, and related work for one or more municipal sanitary sewer mains and appurtenances; and

WHEREAS, in order to construct and operate said facilities, the City requires a permanent sanitary sewer easement and a temporary construction easement across a portion of real property owned by Gerald Pirnie ("Grantor"), whose address is P.O. Box 75, Broken Bow, Nebraska 68822, identified for reference as Parcel No. 000510750, being part of the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼) of Section Thirty-three (33), Township Seventeen (17) North, Range Twenty (20) West of the 6th Principal Meridian, Custer County, Nebraska, lying south of Memorial Drive; and

WHEREAS, the City and Grantor have engaged in ongoing negotiations concerning said easement rights and have reached a negotiated settlement, which is set forth in the Settlement and Easement Acquisition Agreement between the parties (the "Settlement Agreement"), the receipt and sufficiency of which consideration are acknowledged in the easement instrument; and

WHEREAS, the City Attorney has prepared for execution a Permanent Sanitary Sewer Easement and Temporary Construction Easement (the "Easement") granting to the City: (a) a perpetual easement in gross over a thirty-foot-wide tract containing approximately 0.77 acres, legally described in Exhibit A and depicted in Exhibit B to the Easement (the "Permanent Easement Area"), for municipal sanitary sewer purposes; and (b) a temporary construction easement over a tract containing approximately 0.45 acres, legally described and depicted in Exhibit C to the Easement (the "Temporary Construction Easement Area"), for the initial Project; and

WHEREAS, the temporary construction easement commences upon the City's first construction entry after recording and expires upon completion of the initial Project and restoration, but not later than twenty-four (24) months after that first entry unless extended by a separate written agreement approved and signed by the parties; and

WHEREAS, the Easement limits access to Memorial Drive directly into and along the Permanent Easement Area, other public rights-of-way or easements lawfully available to the City, and the Temporary Construction Easement Area during its term, and expressly grants no access over any other Grantor property, including any parcel or tract north of Memorial Drive; and

WHEREAS, the Easement is cumulative with and does not amend, release, merge, extinguish, or limit any existing easement or right held by the City affecting the Permanent Easement Area or the tract south of Memorial Drive, including the existing Mud Creek easement; and

WHEREAS, the consideration stated in the Settlement Agreement includes all initial Project crop loss, loss of use, temporary occupancy, and construction impacts within the Permanent Easement Area and Temporary Construction Easement Area, with later maintenance crop-loss compensation as provided in the Easement; and

WHEREAS, sufficient funds for payment of the consideration required by the Settlement Agreement are available and appropriated in the ST Infrastructure / Capital account, General Ledger Account 12-4200.00; and

WHEREAS, documentary stamp tax is exempt under Neb. Rev. Stat. § 76-902(2) because the grantee is a political subdivision, and a Real Estate Transfer Statement, Form 521, is not required for this ordinary utility easement under Neb. Rev. Stat. § 76-214(4), subject to the Register of Deeds' current administrative requirements; and

WHEREAS, the Mayor and City Council find that acquisition of the Easement on the terms presented is necessary, appropriate, and in the best interests of the City and its inhabitants for the construction and operation of the municipal sanitary sewer system.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Broken Bow, Nebraska, as follows:

1. That the Permanent Sanitary Sewer Easement and Temporary Construction Easement granted by Gerald Pirnie to the City of Broken Bow, Nebraska, in substantially the form presented to the City Council at this meeting, together with Exhibits A, B, and C attached thereto, is hereby approved and accepted.
2. That the Settlement and Easement Acquisition Agreement between the City and Gerald Pirnie, in substantially the form presented to the City Council at this meeting, is hereby approved, and the City is authorized and directed to pay the consideration stated therein from the ST Infrastructure / Capital account, General Ledger Account 12-4200.00.
3. That the Mayor is hereby authorized and directed to execute the Easement, the Settlement and Easement Acquisition Agreement, and any confirmatory instrument, affidavit, release, or related document reasonably necessary to consummate the transaction; that the City Clerk is authorized and directed to attest the same and affix the official seal of the City; and that the City Administrator and City Attorney are authorized to take all other actions necessary or appropriate to complete the acquisition, including delivery of consideration and presentation of the Easement for recording.
4. That the City Attorney or designee is authorized and directed to record the fully executed Easement, and any survey, expiration affidavit, release, or confirmatory instrument relating thereto, with the Register of Deeds of Custer County, Nebraska, and to take such further action as may be required to evidence the City's easement estate of record.
5. That this approval is limited to the Permanent Easement Area and, during its term, the Temporary Construction Easement Area on the tract south of Memorial Drive, and does not authorize, grant, or imply any City right over any other property owned or claimed by Grantor, including any parcel or tract north of Memorial Drive.
6. That a copy of the approved Easement, including Exhibits A, B, and C, and a copy of the approved Settlement Agreement, shall be retained in the office of the City Clerk as official records of the City.

PASSED AND APPROVED this 8th day of September, 2026.

Rodney Sonnichsen, Mayor

ATTEST:

Jennifer A. Waterhouse, City Clerk

CITY OF BROKEN BOW CORPORATE SEAL NEBRASKA