



City of Grand Island

Tuesday, March 12, 2019

Council Session

Item G-7

#2019-89 - Approving Acquisition Contract with Nebraska Department of Transportation (NDOT) to Acquire Right-of-Way and Temporary Easement for Improvements to US Highway 30 Bridges in Grand Island; Project No. NH-30-4(162); Control No. 42776

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: March 12, 2019

Subject: Approving Acquisition Contract with Nebraska Department of Transportation (NDOT) to Acquire Right-of-Way and Temporary Easement for Improvements to US Highway 30 Bridges in Grand Island; Project No. NH-30-4(162); Control No. 42776

Presenter(s): John Collins PE, Public Works Director

Background

The Nebraska Department of Transportation (NDOT) is preparing plans for improvements to US Highway 30 bridges at the junction of US Highway 30 and US Highway 281/North 2 and from the intersection of US Highway 30 and Old Lincoln Highway east to the intersection of US Highway 30 and Grant Street, with the City cost sharing on the portion within City limits.

All agreements must be approved by the City Council.

Discussion

In conjunction with the improvements to US Highway 30 Bridges project, right-of-way and temporary easement are needed, as follows, with exhibits attached.

NDOT Tract No. 2 (southwest side of US Highway 30 overpass @ 2nd Street)

The City of Grand Island is the owner of the property where a sidewalk will be located. The NDOT is acquiring 2,289.03 square feet of ROW at \$1.00 per square foot, for a total dollar amount of \$2,290.00.

NDOT Tract No. 3 (north side of Old Potash Highway, west of Blaine Street)

The City of Grand Island is the owner of the property where a sidewalk will be located. The NDOT is acquiring 708.66 square feet of Temporary Easement for a total dollar amount of \$200.00.

The total cost of work within City limits for this project is currently estimated to be \$1,842,000.00 with the City's share at \$213,200.00. The actual cost is likely to be greater than the preliminary estimates as details of design are further developed.

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 resolution authorizing the Mayor to sign the Acquisition Contract and associated documents.

Sample Motion

Move to approve authorization for the Mayor to sign the contract and associated documents.



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

ACQUISITION CONTRACT

Copies to:

1. Right of Way Division, NDOT
2. Owner (NDOT Approved)
3. Owner
4. District

Project No.: **30-4(162)**

Project Name: **In Grand Island Bridges (TK)**

Control No.: **42776**

Tract No.: **2**

THIS CONTRACT, made and entered into this _____ day of _____, 20____
by and between **City of Grand Island, Nebraska**,
Address: **PO Box 1968, Grand Island, NE 68802**, hereinafter called the OWNER, and the Nebraska
Department of Transportation, hereinafter called the STATE.

RIGHT OF WAY

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby agrees to execute to the STATE, a deed which will be prepared and furnished by the STATE, to certain real estate described as follows:

A TRACT OF LAND LOCATED IN LOTS 6 AND 7, BLOCK 9, BAKERS ADDITION, HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTHWESTERLY A DISTANCE OF 76.41 FEET ALONG THE EASTERLY ARTHUR STREET RIGHT OF WAY LINE TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY DEFLECTING 000 DEGREES, 00 MINUTES, 00 SECONDS, A DISTANCE OF 11.49 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE SOUTHERLY HIGHWAY 30 RIGHT OF WAY LINE; THENCE EASTERLY DEFLECTING 123 DEGREES, 35 MINUTES, 14 SECONDS RIGHT, A DISTANCE OF 127.24 FEET ALONG SAID HIGHWAY 30 RIGHT OF WAY LINE; THENCE SOUTHEASTERLY DEFLECTING 056 DEGREES, 24 MINUTES, 46 SECONDS RIGHT, A DISTANCE OF 17.46 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE NORTHERLY SECOND STREET RIGHT OF WAY LINE; THENCE WESTERLY DEFLECTING 117 DEGREES, 24 MINUTES, 59 SECONDS RIGHT, A DISTANCE OF 79.55 FEET; THENCE WESTERLY DEFLECTING 020 DEGREES, 53 MINUTES, 44 SECONDS RIGHT, A DISTANCE OF 53.21 FEET TO A POINT ON THE EASTERLY ARTHUR STREET RIGHT OF WAY LINE TO THE POINT OF BEGINNING CONTAINING 2289.03 SQUARE FEET, MORE OR LESS.

SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO ITS SUCCESSORS AND ASSIGNS ALL RIGHTS TO MINERALS, IN OR ON THE ABOVE DESCRIBED REAL PROPERTY. SAID GRANTOR AND/OR ITS 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 ITS SUCCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

Project No.: **30-4(162)**
Project Name: **In Grand Island Bridges (TK)**
CN: **42776**
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2,289.03sf Industrial at \$1.00sf	\$2,290.00
<div style="text-align: right;"> TOTAL </div>	
	\$2,290.00

Any fence constructed, reconstructed or moved by Owner/Tenant pursuant to this acquisition must be placed outside of the limits of State property. It is expressly agreed that any fence erected along the new property line by Owner/Tenant will be owned by the property owner and will not be a "division fence" as that phrase is used under Nebraska law.

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 his/her right to receive such payment.

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 STATE to the OWNER.

REMARKS

The representative of the STATE, 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 STATE.

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Duly executed this ____ day of _____, A.D. 20 ____.

City of Grand Island, Nebraska

Acknowledging Member, Agent or Manager

Print or type name of Acknowledging Member, Agent or Manager

STATE OF _____)
COUNTY OF _____)ss.

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(s)
whose name(s) affixed to the foregoing instrument as Grantor(s) 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

[
NOTARY STAMP HERE
]

Project No.: 30-4(162)
Project Name: In Grand Island Bridges (TK)
CN: 42776
Tract No.: 2

**STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION**

By _____
Brendon Schmidt - Right of Way Manager

Date _____

**Project No.: 30-4(162)
Project Name: In Grand Island Bridges (TK)
CN: 42776
Tract No.: 2**

FOR REGISTER OF DEEDS USE ONLY

Return to: Tina Yates

Nebraska Dept. of Transportation, R.O.W. Division

1500 Highway 2, Box 94759

Lincoln, NE 68509-4759

WARRANTY DEED

PROJECT: 30-4(162)

C.N.: 42776

TRACT: 2

KNOW ALL PERSONS BY THESE PRESENTS:

THAT: **City of Grand Island, Nebraska**

Organized and existing under and by virtue of the laws of the State of Nebraska
hereinafter known as the Grantor, for and in consideration of the sum of **ONE AND NO/100----**
(\$1.00)---DOLLAR AND OTHER VALUABLE CONSIDERATION in hand paid does hereby
grant, bargain, sell, convey and confirm unto THE STATE OF NEBRASKA, DEPARTMENT OF
TRANSPORTATION, the following described real property;

A TRACT OF LAND LOCATED IN LOTS 6 AND 7, BLOCK 9, BAKERS ADDITION, HALL COUNTY,
NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTHWESTERLY A
DISTANCE OF 76.41 FEET ALONG THE EASTERLY ARTHUR STREET RIGHT OF WAY LINE TO THE
POINT OF BEGINNING; THENCE NORTHWESTERLY DEFLECTING 000 DEGREES, 00 MINUTES, 00
SECONDS, A DISTANCE OF 11.49 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE
SOUTHERLY HIGHWAY 30 RIGHT OF WAY LINE; THENCE EASTERLY DEFLECTING 123 DEGREES, 35
MINUTES, 14 SECONDS RIGHT, A DISTANCE OF 127.24 FEET ALONG SAID HIGHWAY 30 RIGHT OF WAY
LINE; THENCE SOUTHEASTERLY DEFLECTING 056 DEGREES, 24 MINUTES, 46 SECONDS RIGHT, A
DISTANCE OF 17.46 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE NORTHERLY
SECOND STREET RIGHT OF WAY LINE; THENCE WESTERLY DEFLECTING 117 DEGREES, 24 MINUTES,
59 SECONDS RIGHT, A DISTANCE OF 79.55 FEET; THENCE WESTERLY DEFLECTING 020 DEGREES, 53
MINUTES, 44 SECONDS RIGHT, A DISTANCE OF 53.21 FEET TO A POINT ON THE EASTERLY ARTHUR
STREET RIGHT OF WAY LINE TO THE POINT OF BEGINNING CONTAINING 2289.03 SQUARE FEET,
MORE OR LESS.

WARRANTY DEED

PROJECT: 30-4(162)

C.N.: 42776

TRACT: 2

SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO ITS SUCCESSORS AND ASSIGNS ALL RIGHTS TO MINERALS, IN OR ON THE ABOVE DESCRIBED REAL PROPERTY. SAID GRANTOR AND/OR ITS 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 ITS SUCCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

TO HAVE AND TO HOLD said real property, hereby known to include real estate together with all Tenements, Hereditaments and Appurtenances thereunto belonging, unto THE STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION, and to its successors and assigns forever.

Said Grantor does hereby covenant with THE STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION, and with its successors and assigns; that said Grantor is lawfully seized of said real property; that said real property is free from encumbrance; that said Grantor is duly authorized to sell said real property; that said Grantor warrants and will defend that title to said real property against the lawful claims of all persons, whomsoever.

WARRANTY DEED

PROJECT: 30-4(162)

C.N.: 42776

TRACT: 2

Duly executed this ____ day of _____, A.D. 20____.

City of Grand Island, Nebraska

Acknowledging Member, Agent or Manager

Print or type name of Acknowledging Member, Agent or Manager

STATE OF _____)
COUNTY OF _____)ss.

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(s)
whose name(s) affixed to the foregoing instrument as Grantor(s) 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



NEBRASKA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY ACQUISITION



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

ACQUISITION CONTRACT

Copies to:

1. Right of Way Division, NDOT
2. Owner (NDOT Approved)
3. Owner
4. District

Project No.: **30-4(162)**

Project Name: **In Grand Island Bridges (TK)**

Control No.: **42776**

Tract No.: **3**

THIS CONTRACT, made and entered into this _____ day of _____, 20____
by and between **City of Grand Island, Nebraska**,
Address: **PO Box 1968, Grand Island, NE 68802**, hereinafter called the OWNER, and the Nebraska
Department of Transportation, hereinafter called the STATE.

TEMPORARY EASEMENT

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby
grants to the STATE a Temporary Easement to certain real estate described as follows:

A TEMPORARY EASEMENT TO A TRACT OF LAND FOR SIDEWALK CONSTRUCTION
PURPOSES, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 NORTH,
RANGE 9 WEST OF THE SIXTH PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA, DESCRIBED AS
FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER; THENCE
WESTERLY A DISTANCE OF 430.56 FEET ALONG THE SOUTH LINE OF SAID QUARTER SECTION;
THENCE NORTHERLY DEFLECTING 090 DEGREES, 39 MINUTES, 00 SECONDS RIGHT, A
DISTANCE OF 34.66 FEET TO A POINT ON THE NORTHERLY OLD POTASH HIGHWAY RIGHT OF
WAY LINE TO THE POINT OF BEGINNING; THENCE NORTHERLY DEFLECTING 000 DEGREES, 00
MINUTES, 00 SECONDS, A DISTANCE OF 5.36 FEET; THENCE WESTERLY DEFLECTING 090
DEGREES, 30 MINUTES, 24 SECONDS LEFT, A DISTANCE OF 17.00 FEET; THENCE SOUTHERLY
DEFLECTING 089 DEGREES, 29 MINUTES, 36 SECONDS LEFT, A DISTANCE OF 5.34 FEET TO A
POINT ON THE NORTHERLY OLD POTASH HIGHWAY RIGHT OF WAY LINE; THENCE EASTERLY
DEFLECTING 090 DEGREES, 25 MINUTES, 47 SECONDS LEFT, A DISTANCE OF 17.00 FEET ALONG
SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING CONTAINING 90.90 SQUARE FEET, MORE
OR LESS.

THE EASEMENT AREA(S) MAY BE USED FOR THE TEMPORARY RELOCATION OF UTILITIES
DURING THE CONSTRUCTION OF THE PROJECT. UPON COMPLETION AND ACCEPTANCE OF
PROJECT 30-4(162), ALL RIGHTS, INTEREST AND USE OF THE ABOVE DESCRIBED TEMPORARY
EASEMENT AREA(S) SHALL BE RETURNED TO THE GRANTOR(S) AND TO ITS SUCCESSORS AND
ASSIGNS WITH THE AFORESAID CHANGES COMPLETED.

A TEMPORARY EASEMENT TO A TRACT OF LAND FOR SIDEWALK CONSTRUCTION
PURPOSES, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 NORTH,
RANGE 9 WEST OF THE SIXTH PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA, DESCRIBED AS
FOLLOWS:

Project No.: **30-4(162)**
Project Name: **In Grand Island Bridges (TK)**
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BEGINNING AT THE SOUTHWEST CORNER OF LOT 3 PACKERS AND BARRS ANNEX TO THE CITY OF GRAND ISLAND; THENCE NORTHERLY A DISTANCE OF 13.41 FEET ALONG THE WEST LINE OF SAID LOT 3 ALONG THE EAST LINE OF THE PROPERTY OWNED BY THE GRANTOR(S); THENCE WESTERLY DEFLECTING 089 DEGREES, 10 MINUTES, 51 SECONDS LEFT, A DISTANCE OF 46.09 FEET; THENCE SOUTHERLY DEFLECTING 090 DEGREES, 35 MINUTES, 09 SECONDS LEFT, A DISTANCE OF 13.39 FEET TO A POINT ON THE NORTHERLY OLD POTASH HIGHWAY RIGHT OF WAY LINE; THENCE EASTERLY DEFLECTING 089 DEGREES, 23 MINUTES, 25 SECONDS LEFT, A DISTANCE OF 46.15 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING CONTAINING 617.76 SQUARE FEET, MORE OR LESS.

THE EASEMENT AREA(S) MAY BE USED FOR THE TEMPORARY RELOCATION OF UTILITIES DURING THE CONSTRUCTION OF THE PROJECT. UPON COMPLETION AND ACCEPTANCE OF PROJECT 30-4(162), ALL RIGHTS, INTEREST AND USE OF THE ABOVE DESCRIBED TEMPORARY EASEMENT AREA(S) SHALL BE RETURNED TO THE GRANTOR(S) AND TO ITS SUCCESSORS AND ASSIGNS WITH THE AFORESAID CHANGES COMPLETED.

The STATE agrees to purchase the above described Right of Way and/or Easement(s) and to pay, therefore, upon the delivery of said executed Deed and/or Easement(s). If the OWNER so desires, he/she shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

90.90sf Temporary Easement	\$100.00
617.76sf Temporary Easement	100.00
TOTAL	\$200.00

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

Any fence constructed, reconstructed or moved by Owner/Tenant pursuant to this acquisition must be placed outside of the limits of State property. It is expressly agreed that any fence erected along the new property line by Owner/Tenant will be owned by the property owner and will not be a "division fence" as that phrase is used under Nebraska law.

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 his/her right to receive such payment.

Project No.: 30-4(162)
Project Name: In Grand Island Bridges (TK)
CN: 42776
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Page: 2

Expenses for partial release of mortgages will be paid by the STATE, 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 STATE 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 STATE, 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 STATE.

Project No.: 30-4(162)
Project Name: In Grand Island Bridges (TK)
CN: 42776
Tract No.: 3
Page: 3

Duly executed this ____ day of _____, A.D. 20____.

City of Grand Island, Nebraska

Acknowledging Member, Agent or Manager

Print or type name of Acknowledging Member, Agent or Manager

STATE OF _____)
COUNTY OF _____)ss.

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(s)
whose name(s) affixed to the foregoing instrument as Grantor(s) 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

[
NOTARY STAMP HERE
]

Project No.: 30-4(162)
Project Name: In Grand Island Bridges (TK)
CN: 42776
Tract No.: 3

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

By _____
Brendon Schmidt - Right of Way Manager

Date _____

Project No.: 30-4(162)
Project Name: In Grand Island Bridges (TK)
CN: 42776
Tract No.: 3



NEBRASKA DEPARTMENT OF TRANSPORTATION TEMPORARY EASEMENT ACQUISITION

Grand Island

SECTION 17, TOWNSHIP 11 NORTH, RANGE 9 WEST
GRAND ISLAND, NEBRASKA

Council Session - 3/12/2019

PUBLIC WORKS DEPARTMENT Page 17 / 18

RESOLUTION 2019-89

WHEREAS, the Nebraska Department of Transportation is preparing plans for improvements to US Highway 30 bridges at the junction of US Highway 30 and US Highway 281/North 2 and from the intersection of US Highway 30 and Old Lincoln Highway east to the intersection of US Highway 30 and Grant Street, with the City cost sharing on the portion within City limits; and

WHEREAS, the Nebraska Department of Transportation is working to acquire right-of-way and temporary easement to accommodate such project; and

WHEREAS, Acquisition Contracts and related documents have been reviewed and approved by the City Attorney's office for this purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Acquisition Contracts by and between the City of Grand Island and Nebraska Department of Transportation for the state to acquire right-of-way and temporary easement to accommodate improvements to US Highway 30 bridges at the junction of US Highway 30 and US Highway 281/North 2 and from the intersection of US Highway 30 and Old Lincoln Highway east to the intersection of US Highway 30 and Grant Street is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such contracts and related documents on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 12, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 8, 2019	☐ City Attorney