



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item G12

#2006-95 - Approving Contract for the Nebraska Department of Roads to Acquire Right-of-Way Adjacent to the City Library for the Widening of US HWY 30

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: March 28, 2006

Subject: Approving Contract with the Nebraska Department of Roads to Sell Property Along the City Library for the Widening of US HWY 30

Item #'s: G-12

Presenter(s): Steven P. Riehle, Public Works Director

Background

Council approval is needed for the Mayor to sign contracts. The Nebraska Department of Roads (NDOR) is working with the City of Grand Island Public Works Department on a joint project to widen US HWY 30 (Second Street) from a 4-lane to a 5-lane roadway. The existing road is 50' wide and the new roadway will be 64' wide. Approximately 7' of widening occurs on the north side of 2nd Street and 7' on the south side of 2nd Street.

Discussion

In conjunction with the widening project, additional Right-of-Way (ROW) and Temporary Easements are needed.

Between Washington Street and Lincoln Street

The City of Grand Island is the owner of the property where the current library is located. The NDOR is acquiring 962.17 square feet of ROW and 2,703.05 square feet of Temporary Easement. The total dollar amount of the contract is \$8,020.00.

Between Adams Street and Washington Street

The Library Board is the owner of the property where the new Library parking lot will be built. The NDOR is acquiring 956.41 square feet of ROW and 2,771.03 square feet of Temporary Easement. The Library Board will be considering a contract with NDOR in the amount of \$9,110.00 at their board meeting.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Make a motion to approve the contract.
2. Refer the issue to a Committee.
3. Postpone the issue to a future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve the contract.

Sample Motion

Move to approve the contract.



STATE OF NEBRASKA
DEPARTMENT OF ROADS

ACQUISITION CONTRACT

Copies to:

- 1. Right of Way Division, Nebraska Department of Roads
- 2. Owner (NDOR Approved)
- 3. Owner
- 4. District Engineer
- 5. Project Manager

Project No.: 30-4(103)
Control No.: 40352
Tract No.: 33

THIS CONTRACT, made and entered into this _____ day of _____, 20____
by and between **City of Grand Island, Nebraska,** _____

Address: _____

hereinafter called the OWNER, and the State of Nebraska, Department of Roads, 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 5, 6, 7 AND FRACTIONAL LOT 8 IN FRACTIONAL BLOCK 2, SPAULDING & GREGG'S ADDITION, AND FRACTIONAL LOT 8 IN FRACTIONAL BLOCK 2, ARNOLD PLACE ADDITION TO GRAND ISLAND, HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY CORNER OF SAID LOT 5; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT, A DISTANCE OF 16.42 FEET; THENCE EASTERLY DEFLECTING 134 DEGREES, 58 MINUTES, 01 SECONDS RIGHT A DISTANCE OF 18.65 FEET; THENCE NORTHEASTERLY DEFLECTING 45 DEGREES, 00 MINUTES, 00 SECONDS LEFT A DISTANCE OF 250.81 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 8, ARNOLD PLACE ADDITION; THENCE SOUTHEASTERLY ALONG SAID LINE DEFLECTING 90 DEGREES, 01 MINUTES, 59 SECONDS RIGHT A DISTANCE OF 3.39 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 8; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINES OF LOT 8, ARNOLD PLACE ADDITION AND LOTS 8,7 AND 6, SPAULDING AND GREGG'S ADDITION DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS RIGHT A DISTANCE OF 264.00 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 962.17 SQUARE FEET, MORE OR LESS.

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 TRACT OF LAND FOR SHAPING PURPOSES LOCATED IN LOTS 5, 6, 7 AND FRACTIONAL LOT 8 IN FRACTIONAL BLOCK 2, SPAULDING & GREGG'S ADDITION, AND FRACTIONAL LOT 8 IN FRACTIONAL BLOCK 2, ARNOLD PLACE ADDITION TO GRAND ISLAND, HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHERLY CORNER OF SAID LOT 5; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT, A DISTANCE OF 16.42 FEET TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY DEFLECTING 0 DEGREES, 00 MINUTES, 00 SECONDS A DISTANCE OF 14.13 FEET; THENCE EASTERLY DEFLECTING 134 DEGREES, 58 MINUTES, 01 SECONDS RIGHT A DISTANCE OF 24.49 FEET; THENCE NORTHEASTERLY DEFLECTING 45

DEGREES, 00 MINUTES, 00 SECONDS LEFT A DISTANCE OF 246.67 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 8, ARNOLD PLACE ADDITION; THENCE SOUTHEASTERLY ALONG SAID LINE DEFLECTING 90 DEGREES, 01 MINUTES, 59 SECONDS RIGHT A DISTANCE OF 10.00 FEET; THENCE SOUTHWESTERLY DEFLECTING 89 DEGREES, 58 MINUTES, 01 SECONDS RIGHT A DISTANCE OF 250.81 FEET; THENCE WESTERLY DEFLECTING 45 DEGREES, 00 MINUTES, 00 SECONDS RIGHT A DISTANCE OF 18.65 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 2703.05 SQUARE FEET, MORE OR LESS.

UPON COMPLETION AND ACCEPTANCE OF PROJECT 30-4(103), ALL RIGHTS, INTEREST AND USE OF THE ABOVE DESCRIBED TEMPORARY EASEMENT AREA(S) SHALL BE RETURNED TO THE GRANTOR AND TO ITS SUCCESSORS AND ASSIGNS WITH THE AFORESAID CHANGES COMPLETED.

It is understood that the easement area(s) may be used for the temporary relocation of utilities during the construction of the project.

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.

Purchase 962.17 Sq. Ft. @ \$6.50 per Sq. Ft., net amount	\$ 6,260.00
Temporary easement for shaping containing 2,703.05 Sq. Ft., net amount	1,760.00
TOTAL	\$ 8,020.00

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

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.

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.

STATE OF NEBRASKA
DEPARTMENT OF ROADS

OWNER

By _____
Right of Way Manager

Date _____

Dated this _____ day of _____, 20 _____

Dated this _____ day of _____, 20 _____

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

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.

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.

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

Notary _____

Notary _____

My commission expires the _____ day of _____, 20 _____

My commission expires the _____ day of _____, 20 _____

STATE OF _____

STATE OF _____

ss.

ss.

County

County

VACATED WASHINGTON STREET

ARNOLD AND ABBOTT'S

ADDITION

STREET

16.49' 19.26'

10' TEMPORARY EASEMENT

18.38'

10.57'

3' R.O.W.

3' R.O.W.

SECOND

STREET

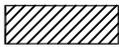
WASHINGTON STREET

LINCOLN STREET

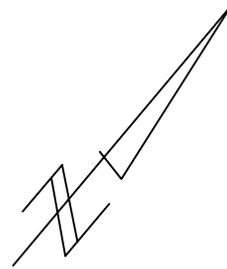
LEGEND



10' TEMPORARY EASEMENT AREA



RIGHT OF WAY ACQUIRED



RESOLUTION 2006-95

WHEREAS, the City has been working with the Nebraska Department of Roads on a joint project to widen U.S. Highway 30 (2nd Street) from a 4-lane to a 5-lane roadway; and

WHEREAS, the existing road is fifty feet wide, and the new roadway will be sixty-four feet wide; and

WHEREAS, the Nebraska Department of Roads is working to acquire right-of-way and a temporary easement adjacent to the Edith Abbott Memorial Library to accommodate the widening project; and

WHEREAS, an Acquisition Contract 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 Contract by and between the City and the Nebraska Department of Roads for the state to acquire right-of-way and a temporary easement adjacent to the library for the widening of 2nd Street is hereby approved; and the Mayor is hereby authorized and directed to execute such contract and related documents on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, March 28, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
March 23, 2006 ☐ City Attorney