



# City of Grand Island

Tuesday, April 11, 2006

Council Session

## Item G8

**#2006-95 - Approving Contract with the Nebraska Department of Roads to Acquire Right-of-Way Along the City Library Parking Lot 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:** April 11, 2006

**Subject:** Approving Contract with the Nebraska Department of Roads to Acquire Right-of-Way Along the City Library Parking Lot for the Widening of US HWY 30

**Item #'s:** G-8

**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 2<sup>nd</sup> Street and 7' on the south side of 2<sup>nd</sup> Street.

This item was pulled from the March 28, 2006 council agenda because the ownerships for the City and the Library Board were listed incorrectly.

## Discussion

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

### Between Adams Street and Washington Street (NDOR Tract No. 33)

The City of Grand Island is the owner of the property where the parking lot will be 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 Washington Street and Lincoln Street (NDOR Tract No. 38)

The Library Board of Grand Island, NE is the owner of the property where the library building is located. 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 Acquisition Contract and associated documents.

## **Sample Motion**

Move to approve the contract.

STREET

SPAULDING AND  
GREGG'S  
ADDITION

BLK 2

VACATED WASHINGTON  
STREET

16.43' 14.13'

10' TEMPORARY EASEMENT

3' R.O.V.

3' R.O.V.



SECOND

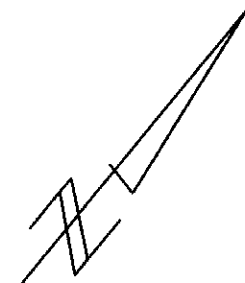
STREET

ADAMS

WASHINGTON  
STREET

LEGEND

-  10' TEMPORARY EASEMENT AREA
-  RIGHT OF WAY ACQUIRED





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.

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

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

