

Agenda Item: 9.

## **Memorandum**

To: Programs, Planning & Operations Subcommittee

From: Dick Sklenar

Subject: Nebraska Dept. of Roads Acquisition of Controlled Access

Date: January 17, 2013

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The Nebraska Dept. of Roads (NDOR) is in the early stages of acquiring right-of-way from affected property owners along a stretch of Hwy. 133, just south of the City of Blair. The intent is to rebuild Hwy. 133 to a 4-lane highway. Such construction is expected to occur no earlier than late 2014. Currently a contract to rebuild the south leg of Hwy. 133 (north of Hwy. 36) has been awarded and is underway.

The NDOR acquisition of controlled access is on property that the District currently owns (see attached map) for the Blair water tower, located south of the City along Hwy. 133. This 1 acre parcel is to be transferred to the City once the final reimbursement payment to the District is made in 2015 for the construction of the water tower. This elevated reservoir provides the needed water supply and pressure for the District's Washington County Rural Water #2 system.

The acquisition of controlled access by NDOR will effectively not allow access off the highway for ingress and egress. This does not pose a problem, as current access is off of County Road P26 to the north. The compensation offered by NDOR is \$250.00 for the controlled access.

**It is recommended to the Subcommittee that the General Manager be authorized to execute all necessary documents regarding the acceptance of the \$250.00 compensation for controlled access and that the attached resolution be approved.**

Attachment - Resolution

# Resolution

BE IT RESOLVED, that \_\_\_\_\_  
(Corporate Officer)

and \_\_\_\_\_ of the  
(Corporate Officer)

\_\_\_\_\_ are hereby authorized  
(Corporation)

and directed for, and on behalf of the Board of Directors, to execute all necessary documents to convey title to corporate property for highway purposes to the State of Nebraska, Department of Roads.

I further certify that the Board of Directors of the \_\_\_\_\_  
(Corporation)

\_\_\_\_\_ has, and at the time of the adoption of said resolution, had full power and lawful authority to adopt the foregoing resolution and to confer the powers therein granted to the persons named who have full power and authority to exercise the same.

Duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Signature of Corporate Officer

\_\_\_\_\_  
Print or Type Name of Corporate Officer

\_\_\_\_\_  
Signature of Corporate Officer

\_\_\_\_\_  
Print or Type Name of Corporate Officer



Project No.: 133-3(103) - Tr. 52A

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

Project No.: 133-3(103)

Control No.: 21791A

Tract No.: 52A

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_  
by and between **Papio-Missouri River Natural Resources District**, \_\_\_\_\_

Address: \_\_\_\_\_

hereinafter called the OWNER, and the State of Nebraska, Department of Roads, hereinafter called the STATE.

**CONTROL OF ACCESS**

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED ACCESS LINE LOCATED IN PART OF TAX LOT 70 IN SECTION 26, TOWNSHIP 18, RANGE 11 EAST, WASHINGTON COUNTY, NEBRASKA:

REFERRING TO THE CENTER QUARTER CORNER OF SAID SECTION 26; THENCE WESTERLY A DISTANCE OF 428.84 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 26; THENCE SOUTHERLY DEFLECTING 075 DEGREES, 27 MINUTES, 06 SECONDS LEFT, A DISTANCE OF 34.09 FEET TO A POINT ON THE WESTERLY HIGHWAY 133 RIGHT OF WAY LINE; THENCE SOUTHERLY DEFLECTING 000 DEGREES, 36 MINUTES, 42 SECONDS RIGHT, A DISTANCE OF 183.42 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTHERLY DEFLECTING 003 DEGREES, 11 MINUTES, 56 SECONDS LEFT, A DISTANCE OF 217.25 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE NORTH LINE OF THE PROPERTY OWNED BY THE GRANTOR(S) TO THE POINT OF BEGINNING; THENCE SOUTHERLY DEFLECTING 000 DEGREES, 00 MINUTES, 00 SECONDS, A DISTANCE OF 208.03 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE SOUTH LINE OF THE PROPERTY OWNED BY THE GRANTOR(S) TO THE POINT OF TERMINATION.

OWNER(S) WILL HAVE NO DIRECT ACCESS TO HIGHWAY 133 AFTER THE COMPLETION OF PROJECT 133-3(103). ACCESS TO OWNERS PROPERTY WILL BE TO COUNTY ROAD P26 OVER A DRIVEWAY TO BE CONSTRUCTED BY THE STATE OF NEBRASKA AS SHOWN IN THE PLANS FOR PROJECT 133-3(103) LOCATED WESTERLY APPROXIMATELY 261.26 FEET FROM THE WESTERLY HIGHWAY 133 RIGHT OF WAY LINE AS MEASURED ALONG COUNTY ROAD P26.

The STATE agrees to purchase the above described Control of Access and to pay, therefore, upon the delivery of said executed Deed.

Control of Access	\$ 250.00
TOTAL	\$ 250.00

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 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.

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.

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**REMARKS**

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**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.

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STATE OF NEBRASKA  
DEPARTMENT OF ROADS

OWNER

Corporate Officer for Papio-Missouri River Natural  
Resources District

By \_\_\_\_\_  
Right of Way Manager

\_\_\_\_\_  
(print or type Name/Title of Corporate Officer)

Date \_\_\_\_\_

\_\_\_\_\_  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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.

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

Notary \_\_\_\_\_

STATE OF \_\_\_\_\_

ss.

\_\_\_\_\_  
County