



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.: **283-2(102)**  
 Control No.: **61433**  
 Tract No.: **11**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 by and between **City of Lexington, 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 LOT 6 BLOCK 55, ORIGINAL TOWN OF PLUM CREEK, NOW CITY OF LEXINGTON, DAWSON COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF LOT 4 BLOCK 55; THENCE WESTERLY A DISTANCE OF 125.38 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 6 TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY DEFLECTING 045 DEGREES, 39 MINUTES, 50 SECONDS LEFT, A DISTANCE OF 31.77 FEET; THENCE SOUTHERLY DEFLECTING 044 DEGREES, 03 MINUTES, 32 SECONDS LEFT, A DISTANCE OF 76.28 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 6; THENCE WESTERLY DEFLECTING 090 DEGREES, 03 MINUTES, 20 SECONDS RIGHT, A DISTANCE OF 2.41 FEET ALONG SAID LINE TO A POINT ON THE EASTERLY GRANT STREET RIGHT OF WAY LINE; THENCE NORTHERLY DEFLECTING 089 DEGREES, 52 MINUTES, 23 SECONDS RIGHT, A DISTANCE OF 98.99 FEET ALONG SAID LINE TO A POINT ON THE NORTH LINE OF SAID LOT 6; THENCE EASTERLY DEFLECTING 089 DEGREES, 47 MINUTES, 34 SECONDS RIGHT, A DISTANCE OF 24.62 FEET TO THE POINT OF BEGINNING CONTAINING 495.36 SQUARE FEET, MORE OR LESS.

AND ALSO:

A TRACT OF LAND LOCATED IN LOT 1, BLOCK 54, ORIGINAL TOWN OF PLUM CREEK, NOW CITY OF LEXINGTON, DAWSON COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF LOT 4 BLOCK 55; THENCE WESTERLY A DISTANCE OF 150.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 6 BLOCK 55; THENCE WESTERLY DEFLECTING 000 DEGREES, 00 MINUTES, 08 SECONDS RIGHT, A DISTANCE OF 79.97 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE WESTERLY DEFLECTING 000 DEGREES, 02 MINUTES, 00 SECONDS LEFT, A DISTANCE OF 14.06 FEET ALONG SAID LINE; THENCE SOUTHEASTERLY DEFLECTING 149 DEGREES, 27 MINUTES, 46 SECONDS LEFT, A DISTANCE OF 16.27 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE NORTHERLY DEFLECTING 120 DEGREES, 13 MINUTES, 44 SECONDS LEFT, A DISTANCE OF 8.27 FEET TO THE POINT OF BEGINNING CONTAINING 58.11 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 TEMPORARY EASEMENT TO A TRACT OF LAND FOR SIDEWALK CONSTRUCTION PURPOSES, LOCATED IN LOTS 4, 5 & 6 BLOCK 55, ORIGINAL TOWN OF PLUM CREEK, NOW CITY OF LEXINGTON, DAWSON COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 4; THENCE WESTERLY A DISTANCE OF 125.38 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 6; THENCE SOUTHWESTERLY DEFLECTING 045 DEGREES, 39 MINUTES, 50 SECONDS LEFT, A DISTANCE OF 31.77 FEET; THENCE SOUTHERLY DEFLECTING 044 DEGREES, 03 MINUTES, 32 SECONDS LEFT, A DISTANCE OF 76.28 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 6; THENCE EASTERLY DEFLECTING 089 DEGREES, 50 MINUTES, 35 SECONDS LEFT, A DISTANCE OF 12.00 FEET ALONG SAID LINE; THENCE NORTHERLY DEFLECTING 090 DEGREES, 09 MINUTES, 25 SECONDS LEFT, A DISTANCE OF 71.45 FEET; THENCE NORTHEASTERLY DEFLECTING 044 DEGREES, 03 MINUTES, 32 SECONDS RIGHT, A DISTANCE OF 23.37 FEET; THENCE EASTERLY DEFLECTING 045 DEGREES, 56 MINUTES, 02 SECONDS RIGHT, A DISTANCE OF 78.99 FEET; THENCE EASTERLY DEFLECTING 001 DEGREES, 59 MINUTES, 11 SECONDS RIGHT, A DISTANCE OF 40.26 FEET TO A POINT ON THE EAST LINE OF THE PROPERTY OWNED BY THE GRANTOR(S); THENCE NORTHERLY DEFLECTING 092 DEGREES, 03 MINUTES, 02 SECONDS LEFT, A DISTANCE OF 12.88 FEET ALONG SAID LINE TO THE POINT OF BEGINNING CONTAINING 2614.66 SQUARE FEET, MORE OR LESS.

AND ALSO:

A TEMPORARY EASEMENT TO A TRACT OF LAND FOR SIDEWALK CONSTRUCTION PURPOSES, LOCATED IN LOT 1 BLOCK 54, ORIGINAL TOWN OF PLUM CREEK, NOW CITY OF LEXINGTON, DAWSON COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 4; THENCE WESTERLY A DISTANCE OF 150.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 6 BLOCK 55; THENCE WESTERLY DEFLECTING 000 DEGREES, 00 MINUTES, 10 SECONDS LEFT, A DISTANCE OF 107.03 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1, BLOCK 54 TO THE POINT OF BEGINNING; THENCE SOUTHERLY DEFLECTING 089 DEGREES, 43 MINUTES, 12 SECONDS LEFT, A DISTANCE OF 13.95 FEET; THENCE EASTERLY DEFLECTING 090 DEGREES, 01 MINUTES, 10 SECONDS LEFT, A DISTANCE OF 12.55 FEET; THENCE SOUTHERLY DEFLECTING 090 DEGREES, 01 MINUTES, 10 SECONDS RIGHT, A DISTANCE OF 85.62 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE EASTERLY DEFLECTING 089 DEGREES, 58 MINUTES, 26 SECONDS LEFT, A DISTANCE OF 14.50 FEET ALONG SAID LINE TO A POINT ON THE WESTERLY GRANT STREET RIGHT OF WAY LINE; THENCE NORTHERLY DEFLECTING 090 DEGREES, 01 MINUTES, 34 SECONDS LEFT, A DISTANCE OF 91.44 FEET ALONG SAID LINE TO A POINT ON THE WESTERLY GRANT STREET RIGHT OF WAY LINE; THENCE NORTHWESTERLY DEFLECTING 059 DEGREES, 46 MINUTES, 16 SECONDS LEFT, A DISTANCE OF 16.27 FEET TO A POINT ON THE SOUTHERLY 5TH STREET RIGHT OF WAY LINE; THENCE WESTERLY DEFLECTING 030 DEGREES, 30 MINUTES, 35 SECONDS LEFT, A DISTANCE OF 12.99 FEET TO THE POINT OF BEGINNING CONTAINING 1562.57 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 283-2 (102), ALL RIGHTS, INTEREST AND USE OF THE ABOVE DESCRIBED TEMPORARY EASEMENT AREA(S) SHALL BE RETURNED TO THE GRANTOR(S) AND TO HIS, HER OR THEIR HEIRS, 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.

Purchase 495.36 Sq. Ft. @ \$3.00 per Sq. Ft.	\$ 1,490.00
Purchase 58.11 Sq. Ft. @ \$3.00 per Sq. Ft.	180.00
Temporary easement for sidewalk construction containing 2614.66 Sq. Ft.	790.00
Temporary easement for sidewalk construction containing 1562.57 Sq. Ft.	470.00
Pay for the depreciated value of the concrete	155.00
Move on-premise Free Parking sign	130.00
<b>TOTAL</b>	<b>\$ 3,215.00</b>

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.

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 \_\_\_\_\_

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 \_\_\_\_\_

My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

ss.

\_\_\_\_\_  
County



PROJECT NO.	SHEET NO.
ROW PROJECT NO. 283-2(102)	
LOCATION	ASH-JEFFERSON, LEXINGTON
COUNTY	DAWSON
CONTROL NO. 61433	ROW SHEET NO. 10
FINALIZED PROJECT NO.	

Exist. ROW Projects:  
 U-UC-253 (12)  
 S-5TH (1037)  
 U-30-3 (101)

1000

1001

1002

1003

1004

1005

0 25' 50' 100'

SCALE

LEXINGTON

SEC. 5, T9N, R21W

1006

City of Lexington  
 All of Lots 12 & 13,  
 And the West 7.5 Feet  
 of Lot 14, All in Block 54

3 Owner Unknown

Tract No. 11  
 City of Lexington  
 Lots 1 & 2 Block 54

Tract No. 12  
 F & S Partnership  
 The E 15' S 70' of Lot 10,  
 & East 43' N 70' of Lot 10  
 And Lots 11 & 12 Block 45

Tract No. 10  
 Javier Quintero  
 The East 17.5 Feet of Lot 14  
 And all of Lots 15, 16, 17, and 18,  
 All in Block 54

TE 1 SIDEWALK CONSTRUCTION

TE 2 SIDEWALK CONSTRUCTION

TE 1 SIDEWALK CONSTRUCTION

GRANT ST.

W. 4TH ST.

W. 5TH ST.

SEC. 5, T9N, R21W

THESE PLANS ARE INTENDED TO  
 SHOW DETAILS OF THE HIGHWAY  
 RIGHT OF WAY. ALL OTHER  
 DETAILS ARE SHOWN FOR  
 INFORMATION ONLY. SEE  
 CONSTRUCTION PLANS

**Negotiations Plans**

TENTATIVE FINAL PLANS  
 SUBJECT TO CHANGE

DATE: 2-19-2010

DRROW 35  
 08-13130  
 18-FEB-2010 15:09

61433120-10.dgn  
 46:1

