

**OWNERS COPY**

STATE OF NEBRASKA  
LOCAL POLITICAL SUBDIVISION

**ACQUISITION CONTRACT**

Copies to:

- 1. City of Lexington
- 2. Owner
- 3. Right of Way Division, NDOT

Project No.: **1705(3)**  
 Project Name: **Lexington East Viaduct**  
 Control No.: **61457**  
 Tract No.: **1**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 by and between **City of Lexington, Nebraska**,  
 Address: **PO Box 70 Lexington, NE 68850**, hereinafter called the OWNER, and the Nebraska Department  
 of Transportation, and its agents on behalf of the City of Lexington, Nebraska hereinafter called the CITY.

**RIGHT OF WAY**

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

A tract of land being a part of the North Half of the Southeast Quarter of Section 9, Township 9 North,  
 Range 21 West of the Sixth P.M., Dawson County, Nebraska, described as follows:

BEGINNING at the Northeast corner of said Southeast Quarter of Section 9; thence S 00°41'15" W on  
 the East line of said Southeast Quarter of Section 9, and all bearings contained herein are relative thereto,  
 a distance of 648.59 feet; thence N 89°18'45" W a distance of 33.00 feet to the West line of the existing  
 County Road Right-of-Way; thence N 06°54'24" W a distance of 302.67 feet; thence N 00°41'15" E a  
 distance of 170.86 feet; thence N 64°23'29" W a distance of 110.27 feet; thence S 88°38'37" W parallel  
 with and 125.00 feet, measured at right angles, Southerly of the North line of said Southeast Quarter a  
 distance of 1247.89 feet; thence N 01°21'23" W a distance of 125.00 feet to said North line of the Southeast  
 Quarter; thence N 88°38'37" E on said North line of the Southeast Quarter a distance of 1425.46 feet to the  
 Point of Beginning. Containing 4.88 Acres, more or less, which includes 0.49 Acres, more or less,  
 previously occupied as County Road Right-of-Way.

The CITY 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>4.39ac of Developmental at \$18,000.00/ac</b>	<b>\$79,020.00</b>
<b>Irrigation pipe</b>	<b>\$240.00</b>
<b>TOTAL</b>	<b>\$79,260.00</b>

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 CN: 61457  
 Tract No.: 1  
 Page: 1

It is agreed and understood that the CITY 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 CITY 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 CITY, 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 CITY 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 Nebraska Department of Transportation and its Agents on behalf of the City of Lexington, NE, 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 Nebraska Department of Transportation and its Agents on behalf of the City of Lexington, NE.

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

City of Lexington, Nebraska  
by

\_\_\_\_\_  
Authorized Officer or Agent

\_\_\_\_\_, \_\_\_\_\_  
Print name of Authorized Officer or Agent and Title

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

A.D., 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_,  
(Printed Name of Individual who appeared before Notary) (Title of officer or agent)

of \_\_\_\_\_ City of Lexington, Nebraska \_\_\_\_\_, on behalf of the city.

\_\_\_\_\_  
Notary Public

[ \_\_\_\_\_ ]  
NOTARY STAMP HERE  
[ \_\_\_\_\_ ]

City of Lexington, NE

By \_\_\_\_\_  
*Authorized LPA Official*

Date \_\_\_\_\_

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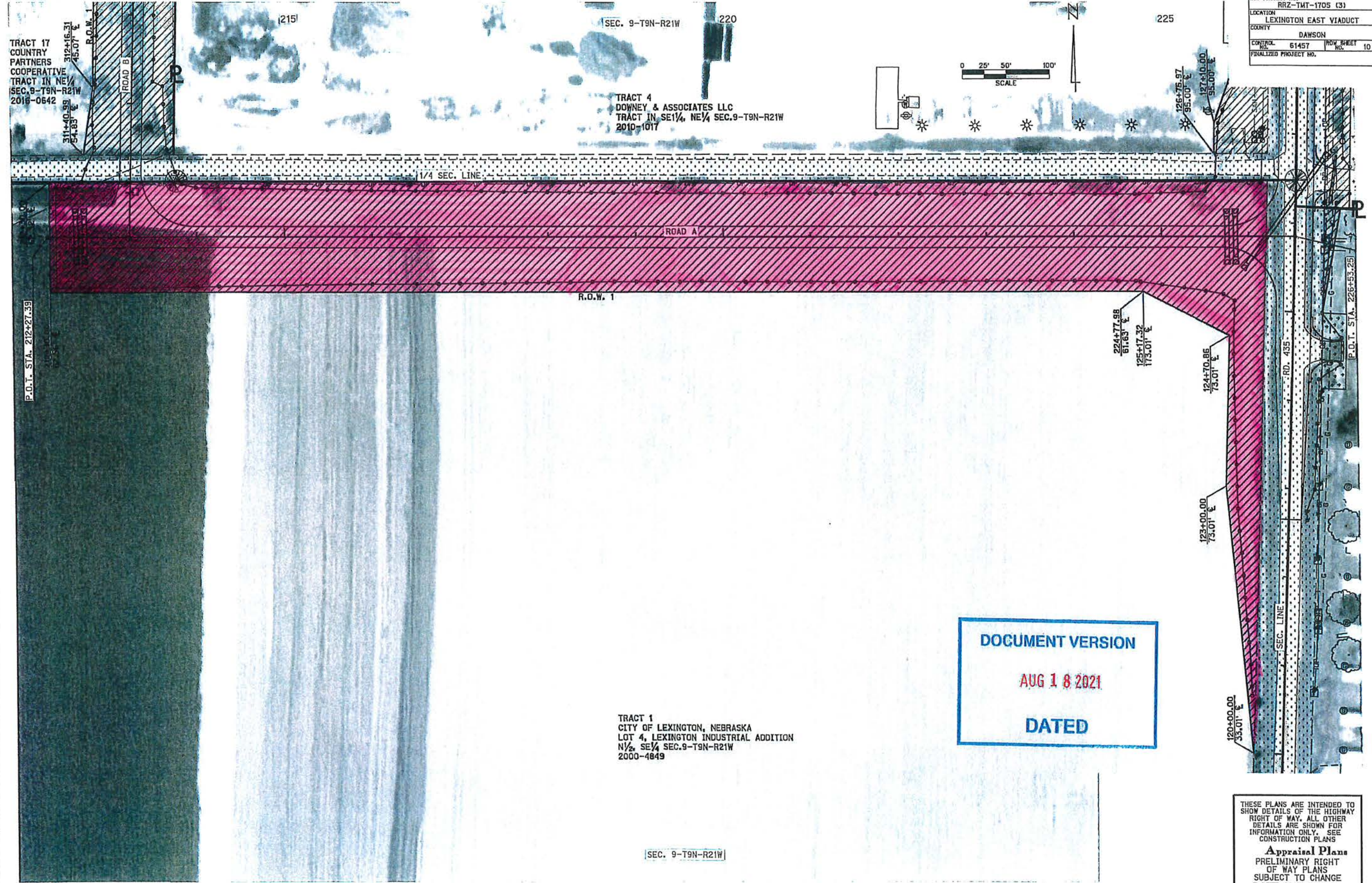
CONSTRUCTION DIVISION

Computer: L:\BUS-DB1562XK

Date: 18-AUG-2021 23:43

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Scale: 1:100

PROJECT NO.	RRZ-TMT-1705 (3)	SHEET NO.	WB
ROW PROJECT NO.	RRZ-TMT-1705 (3)		
LOCATION	LEXINGTON EAST VIADUCT		
COUNTY	DAWSON		
CONTROL NO.	61457	ROW SHEET NO.	10
FINALIZED PROJECT NO.			



**DOCUMENT VERSION**

**AUG 18 2021**

**DATED**

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

**Appraisal Plans**  
PRELIMINARY RIGHT OF WAY PLANS  
SUBJECT TO CHANGE  
DATE: 08-16-2021

SEC. 9-T9N-R21W