

DRAFT

RESOLUTION NO. R26-124

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE CITY OF COLUMBUS, NEBRASKA ACQUISITION CONTRACT-LEASEHOLD INTEREST FOR TRACT NO. 1 WITH JUAN CARLOS MACIAS AND IDAILIANA DIAZ, IN THE AMOUNT OF \$100, WITH RESPECT TO A TRACT OF LAND DESCRIBED AS LOT 1 AND THE EAST 10' LOT 2, BLOCK 174, ORIGINAL CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, FOR THE PURPOSE OF THE 8TH STREET AND 12TH AVENUE INTERSECTION IMPROVEMENT PROJECT.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the City of Columbus, Nebraska Acquisition Contract-Leasehold Interest for Tract No. 1 signed by Juan Carlos Macias and Idailiana Diaz, on September 2, 2026, providing for the permanent relinquishment of a leasehold interest to a tract of land described as Lot 1 and the East 10' Lot 2, Block 174, Original City of Columbus, Platte County, Nebraska, be approved by the City of Columbus and the Mayor and City Clerk are authorized, directed and empowered to execute said City of Columbus, Nebraska Acquisition Contract-Leasehold Interest on behalf of the City of Columbus, Nebraska, and the Finance Director is authorized and directed to pay to Juan Carlos Macias and Idailiana Diaz, the sum of \$100, all as set forth on the City of Columbus, Nebraska Acquisition Contract-Leasehold Interest, attached hereto as Exhibit "A" and incorporated herein by reference.

Said acquisition is for the 8th Street and 12th Avenue Intersection Improvement project.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: September 24, 2026
TO: Tara Vasicek, City Administrator
FROM: Richard J. Bogus, City Engineer
RE: 8th Street and 12th Avenue Improvement Project – Leasehold

RECOMMENDATION:

I recommend approval of the authorization to obtain the property acquisition associated with the 8th Street and 12th Avenue Improvement Project.

Tract 1 – Leasehold

Juan Carlos Macias and Idailiana Diaz Amount: \$100

DISCUSSION:

Property acquisitions include total and partial takings for right-of-way, permanent easements, temporary easements, relocation assistance, leasehold contract, for the construction of roundabout on 8th Street and 12th Avenue. HDR, Inc. has been retained by the City to obtain these acquisitions in accordance with the Uniform Act.

FISCAL IMPACT:

Permanent and temporary property interests will be negotiated with the respective property owners in accordance with the Uniform Act.

ALTERNATIVE:

None.

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

**CITY OF COLUMBUS, NEBRASKA
ACQUISITION CONTRACT**

1. City of Columbus

Project Name: 8th St & 12th Ave Roundabout
Tract Number: 1

THIS CONTRACT, made and entered into this 2nd day of September 2026
by and between, **Juan Carlos Macias and Idailiana Diaz** Address: **1201 8th Street, Columbus,
NE 68601**, hereinafter called the **LESSEE**, and the **City of Columbus, Nebraska**, hereinafter
called the **CITY**.

LEASEHOLD INTEREST

WITNESSETH: In consideration of the payment or payments as specified below, the LESSEE hereby
relinquishes to the CITY, all leasehold interest to certain lands and any improvements thereon owned by
Walter Lee Kittrell and Tami Renee Kittrell.

The property to which the LESSEE hereby **permanently** relinquishes interest is described as follows:

Lot 1 and the East 10' Lot 2, Block 174, Original City of Columbus, Platte County, Nebraska.;
EXCEPT that portion, if any, conveyed to Town of Columbus in Warranty Deed recorded February 9, 1871 in
Book D, Page 316; records of Platte County, Nebraska;
Address: 1201 8th Street, Columbus, NE 68601; PID: 710007343;
See Attached Exhibit "A"

It is hereby agreed that possession of the above described premises is the essence of this contract and
the CITY may take immediate possession of the premises upon signing of this contract.

It is further agreed that relinquishment of LESSEE interest to areas conveyed temporarily shall be during
the period of construction and shall cease upon acceptance of the project by the CITY.

Relinquishment of leasehold interest to approximately 0.2 acres **\$ 100.00**

TOTAL \$ 100.00

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

Tr. 1 - Lessee Macias/Diaz

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 LESSEE'S share of 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 LESSEE agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

This contract shall be binding on both parties from its inception, but, should none of the above real estate be required, this contract shall terminate.

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 CITY, 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 CITY.

Tr. 1 - Lessee Macias/Diaz

LESSEE:

Executed this 2nd day of September, 2026.



Juan Carlos Macias

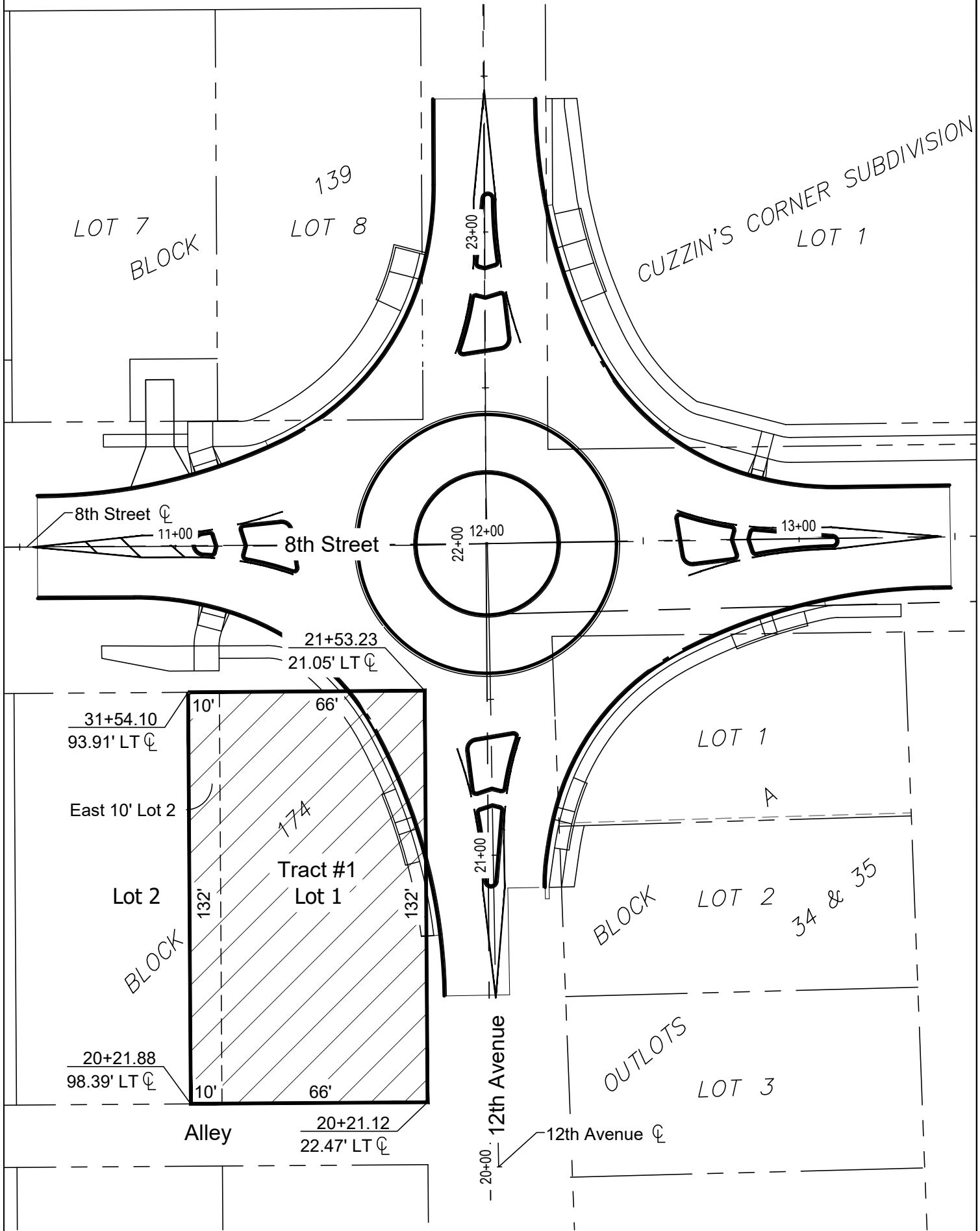
Date: 9/2/26



Idailiana Diaz

Date: 9/2/26

EXHIBIT "A"



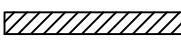
LEGAL DESCRIPTION

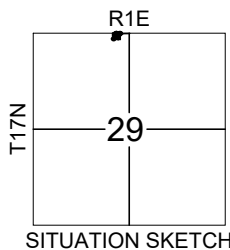
New Taking Tract No. 1

Lot 1 and the East 10' Lot 2, Block 174,
Original City of Columbus, Platte County, Nebraska.

Plat Showing
Right of Way
To be Acquired from Land Owned by
Owner: Walter Lee Kittrell, Jr. aka
Walter Lee & Tami Renee Kittrell

Tract No. 1

Taking  10034.5 sq. ft more or less Tract No. 1



1" = 40'
04/01/26
JML

