

DRAFT

RESOLUTION NO. R26-123

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE CITY OF COLUMBUS, NEBRASKA ACQUISITION CONTRACT TRACT NO. 6 TEMPORARY EASEMENT-INDIVIDUAL WITH ANTONIO MARTINEZ AND BRENDA MARTINEZ, HUSBAND AND WIFE, IN THE AMOUNT OF \$400, FOR PURPOSES OF CONSTRUCTION OF A NEW ROADWAY COVERING THE PROPERTY DESCRIBED AS EAST 28.00 FEET OF THE SOUTH 20.00 FEET, LOT 7, BLOCK 139, ORIGINAL CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA CONTAINING 560 SQUARE FEET MORE OR LESS, ALL 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, Tract No. 6 Temporary Easement-Individual, signed by Antonio Martinez and Brenda Martinez on September 23, 2026, by and between the City of Columbus and Antonio Martinez and Brenda Martinez, providing for a temporary construction easement for purposes of construction of a new roadway on property described as East 28.00 feet of the South 20.00 feet, Lot 7, Block 139, Original City of Columbus, Platte County, Nebraska containing 560 square feet more or less, 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, Temporary Easement-Individual on behalf of the City of Columbus, Nebraska and the Finance Director is authorized and directed to pay to Antonio Martinez and Brenda Martinez, the sum of \$400 for said easement as set forth on the City of Columbus, Nebraska Acquisition Contract, Temporary Easement-Individual, 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:

APPROVED AS TO FORM:

CITY CLERK

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 – Temporary Easement

RECOMMENDATION:

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

Tract 6 – Temporary Easement

Antonio Martinez and Brenda Martinez in the amount of \$400.00

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

Copies to:

1. City
2. Owner

Tract Number: 6

Project Name: 8th St & 12th Ave Roundabout

THIS CONTRACT, made and entered into this 23 day of September, 2026, by and between, **Antonio Martinez and Brenda Martinez, husband and wife**, hereinafter called the **OWNER**, and the **City of Columbus, Nebraska**, hereinafter called the **CITY**.

TEMPORARY EASEMENT

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby grants to the CITY, a Temporary Easement to certain real estate described as follows:

Property Description:

Lot 7, Block 139, Original City of Columbus, Platte County, Nebraska;

Address: 1210 8th Street, Columbus, NE 68601; PID: 710005348

Temporary Easement Legal Description:

SEE ATTACHED EXHIBIT "A"

UPON COMPLETION AND ACCEPTANCE OF PROJECT, 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 EASEMENT AREA(S) MAY BE USED FOR THE TEMPORARY RELOCATION OF UTILITIES DURING THE CONSTRUCTION OF THE PROJECT.

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.

Temporary Easement – 560 Sq. Ft. x \$4.50 per Sq. Ft. x 15% = \$378, rounded to:	\$400.00
TOTAL (rounded)	\$400.00

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.

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.

OWNER:

Antonio Martinez

Antonio Martinez

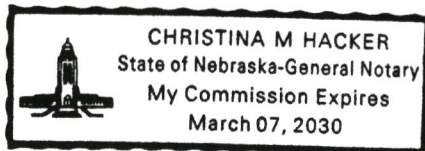
Date: 9/23/24

Acknowledgement

State of Nebraska)
) s.s.
County of Platte)

Before me, a General Notary Public, duly commissioned and qualified, personally came Antonio Martinez, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on this 23 day of September, 2026.



Christina M Hacker
Notary Public
My Commission Expires: 3/7/2030
Stamp:

OWNER:

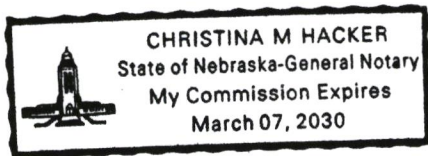
Brenda Martinez
Brenda Martinez
Date: 9/23/26

Acknowledgement

State of Nebraska)
) s.s.
County of Platte)

Before me, a General Notary Public, duly commissioned and qualified, personally came Brenda Martinez, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and notarial seal on this 23 day of September, 2026.



Christina M Hacker
Notary Public
My Commission Expires: 3/7/2030
Stamp:

CITY:

City of Columbus, Nebraska

By: _____

Name: _____

Title: _____

Date: _____

Acknowledgement

State of Nebraska)

) s.s.

County of Platte)

Before me, a General Notary Public, duly commissioned and qualified, personally came _____ as _____ for the City of Columbus, Nebraska, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

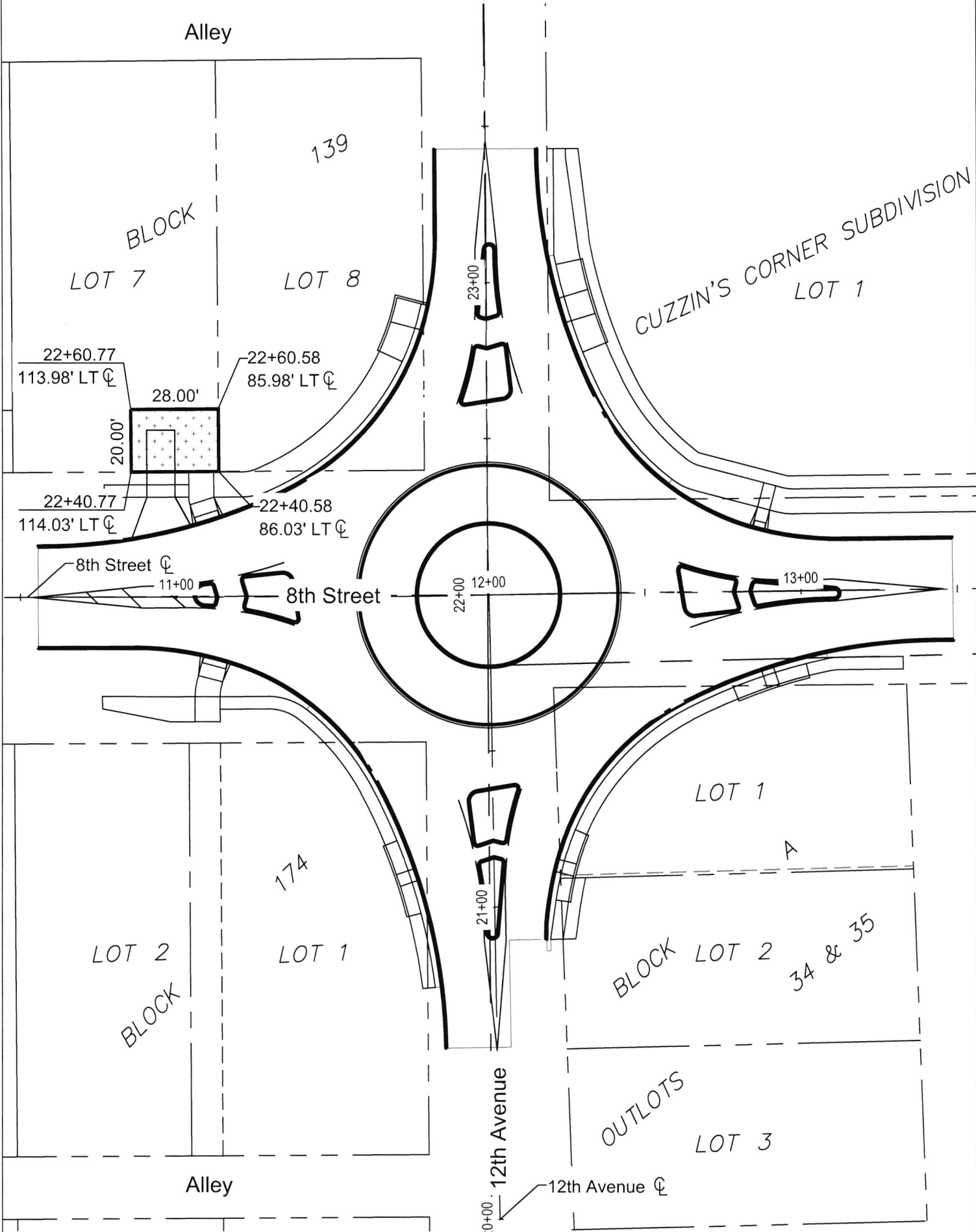
Witness my hand and notarial seal on this _____ day of _____, 2026.

Notary Public

My Commission Expires: _____

Stamp:

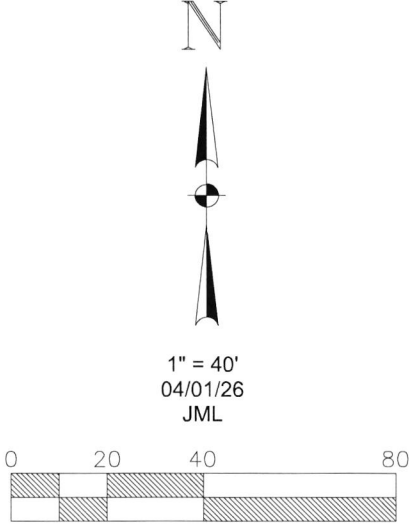
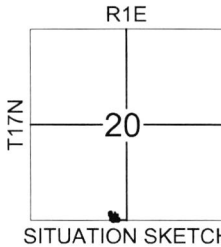
EXHIBIT "A"



LEGAL DESCRIPTION
Temporary Construction Easement
Tract No. 6

East 28.00 feet of the South 20.00 feet, Lot 7, Block 139,
Original City of Columbus, Platte County, Nebraska
containing 560 square feet more or less.

Plat Showing
Temporary Construction Easement
To be Acquired from Land Owned by
Owner: Antonio & Brenda Martinez
Tract No. 6
Temp. Const. Easement
 560 sq. ft more or less Tract No. 6



RETURN TO: HDR, Inc. Attn: Shelby Mayash, 1917 S. 67th Street, Omaha, NE 68106

TEMPORARY CONSTRUCTION EASEMENT

PROJECT: 8th St & 12th Ave Roundabout **TRACT:** 6

KNOW ALL PERSONS BY THESE PRESENTS:

THAT Antonio Martinez and Brenda Martinez, husband and wife, hereinafter known as the Grantor, whether one or more, for and in consideration of the sum of ONE and NO/100 DOLLARS (\$1.00) and other valuable consideration in hand paid does hereby grant, and convey unto the City of Columbus, Nebraska, and to its successors and assigns the following described temporary construction easement for the purpose of **the construction of a new roadway**, situated in Platte County, and State of Nebraska, to-wit;

SEE ATTACHED EXHIBIT "A"

(the "Easement Area").

TO HAVE AND TO HOLD unto said CITY, its successors and assigns, together with the right of ingress and egress to and from the Easement Area for the purpose of constructing and inspecting the Improvements at the will of CITY.

This temporary construction easement runs with the land and shall terminate thirty (30) days after completion and acceptance of construction of the Improvements.

It is further agreed as follows:

- 1) That no buildings, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over, or across the Easement Area by GRANTOR, its successors and assigns without express approval of CITY.
- 2) That CITY will replace or rebuild any and all damage caused by CITY within or outside the Easement Area to materially the same condition that existed prior to such damage, normal wear and tear excepted. CITY shall cause any trench made on the Easement Area to be properly refilled and shall cause the premises to be left in a neat and orderly condition.
- 3) This temporary construction easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and any of said construction and work.
- 4) That GRANTOR shall be solely responsible for payment of all real estate taxes and assessments, if any, on GRANTOR's property, including the Easement Area.
- 5) That said GRANTOR for GRANTOR and GRANTOR's heirs, executors, administrators, and assigns does or do represent and warrant to CITY and its assigns, that GRANTOR is well seized in fee of the above described property and that GRANTOR has the right to grant and convey this temporary construction easement in the manner and form aforesaid, and that GRANTOR will, and GRANTOR's heirs, executors, administrators, and assigns shall warrant and defend this temporary construction easement to CITY and its assigns against the lawful claims and demands of all persons. This temporary construction easement runs with the land.
- 6) That said temporary construction easement is granted upon the condition that CITY may remove or cause to be removed all presently existing improvements within the Easement
- 7) That CITY reserves the absolute right to terminate this temporary construction easement at any time prior to the payment of the above stated consideration.
- 8) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings with respect to this temporary construction easement between the GRANTOR and the CITY or its agents other than the Acquisition Contract between GRANTOR and

the CITY dated _____, 2026 (the "Acquisition Contract"); and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein and in the Acquisition Contract (if applicable).

- 9) That CITY shall indemnify and hold harmless the GRANTOR, its successors and assigns, from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury or damage to property, or any of the above, arising from the construction, maintenance, operation, repair or replacement of the Improvements, or the exercise of CITY's rights pursuant to this temporary construction easement by CITY or CITY's contractors, employees, agents or representatives, except to the extent caused by the negligence or willful misconduct of GRANTOR. Conversely, GRANTOR shall indemnify and hold harmless the CITY, its successors and assigns, from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury or damage to property, or any of the above, arising from GRANTOR's use of the Easement Area, or the exercise of GRANTOR's rights pursuant to this temporary construction easement by GRANTOR or GRANTOR's contractors, employees, agents or representatives, except to the extent caused by the negligence or willful misconduct of CITY.
- 10) This easement shall be construed and enforced in accordance with the laws of the State of Nebraska.
- 11) If any term or condition of this easement, or the application of this easement to any person or circumstance, is deemed invalid or unenforceable, the remainder of this easement shall not be affected.
- 12) No delay or omission in exercising any right or power arising under this easement shall be construed a waiver of such right or power. A waiver of any obligation shall not be construed to be a waiver of any breach of any other terms and conditions of this easement.

[The remainder of this page is intentionally left blank. Signature page follows.]

PROJECT: 8th St & 12th Ave Roundabout TRACT: 6

Duly executed this 23 day of September, 2026.

Antonio Martinez

Antonio Martinez

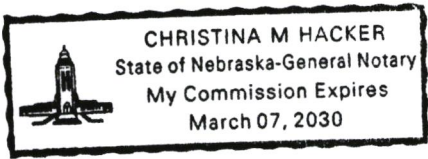
Brenda Martinez

Brenda Martinez

STATE OF NEBRASKA)
COUNTY OF Platte) SS.

Before me, a Notary Public qualified for said county, personally came Antonio Martinez and Brenda Martinez, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal on this 23 day of September, 2026.



Christina M. Hacker
Notary Public

Affix stamp/seal: