

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
DECEMBER 1, 2009 AGENDA

Subject:	Type:	Submitted By:
PURCHASE AGREEMENT AND TEMPORARY EASEMENT – OSENTOWSKI	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

SYNOPSIS

A public hearing has been scheduled and a resolution has been prepared authorizing the execution of a purchase agreement and temporary easement agreement with Doris Osentowski, Estate, 7606 South 66th Street, Papillion, Nebraska, 68046, for construction of the La Vista Link Trail Project in an amount not to exceed \$23,500.00.

FISCAL IMPACT

The FY 2009/10 Capital Fund provides funding for the proposed property acquisition.

RECOMMENDATION

Approval

BACKGROUND

The City was notified on December 13, 2006 that the La Vista Link – Keystone Trail project was approved by the Transportation Enhancement Selection Committee and the Nebraska Department of Roads for receiving federal funding. On July 8, 2009 the City received formal Notice to Proceed with right-of-way acquisition and final design. This agreement is one of the partials of property required to move forward with the project.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT AND TEMPORARY EASEMENT AGREEMENT RELATING TO THE LA VISTA LINK – KEYSTONE TRAIL PROJECT AND AUTHORIZING PAYMENT FOR SAID EASEMENT TO THE DORIS OSENTOWSKI ESTATE IN AN AMOUNT NOT TO EXCEED \$23,500.00.

WHEREAS, right-of-way acquisition is necessary for construction of the La Vista Link – Keystone Trail Project on a tract of land owned by the Doris Osentowski Estate; and

WHEREAS, a temporary construction easement for construction of the La Vista Link – Keystone Trail Project on a tract of land owned by the Doris Osentowski Estate; and

WHEREAS, the FY09/10 Capital Fund Budget provides for the expenses related to the Construction of the La Vista Link – Keystone Trail Project; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the Mayor to execute a purchase agreement and temporary easement relating to the construction of the La Vista Link – Keystone Trail Project and authorize payment for said purchase and easement to the Doris Osentowski Estate in and amount not to exceed \$23,500.00.

PASSED AND APPROVED THIS 1ST OF DECEMBER 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION
PARTIAL ACQUISITION CONTRACT - INDIVIDUAL**

Copies to:

1. Right of Way Division, Nebraska Department of Roads
2. Owner
3. Buyer

Project No.: ENH-77(50)
Control No.: CN 22251
Tract No.: 2

THIS CONTRACT, made and entered into this 26th day of September, 2009,
by and between, DORIS M. OSENTOWSKI, deceased

Address: 7606 South 66th Street, Papillion, Nebraska 68046
hereinafter called the OWNER, and CITY OF LA VISTA, NEBRASKA, hereinafter called the BUYER.

RIGHT OF WAY

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

SEE ATTACHED EXHIBIT "A"

The BUYER agrees to purchase the above described Right of Way and to pay, therefore, upon the delivery of said executed Deed. If the OWNER so desires, they shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

Approximately	<u>0.14</u>	acres at	<u>\$ 44,000.00</u>	per acre	<u>\$ 6,160.00</u>
Approximately		acres at	<u>\$</u>	per acre	<u>\$</u>
Approximately		acres at	<u>\$</u>	per acre	<u>\$</u>
Moving and replacing approximately		rods of fence at	<u>\$</u>	per rod	<u>\$</u>
Moving and replacing approximately		rods of fence at	<u>\$</u>	per rod	<u>\$</u>
Other Damages:				<u>\$</u>	<u>\$</u>
				<u>\$</u>	<u>\$</u>
				TOTAL	\$ 6,160.00

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

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 their right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, 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 BUYER 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 BUYER, 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 BUYER.

BUYER

By _____

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(s) whose name(s) affixed to the foregoing instrument as buyer(s) 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.

OWNER
Jeannie A. Schneider PR.

Dated this 26 day of September, 2009

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as owner(s) and acknowledged the same to be a voluntary act and deed.

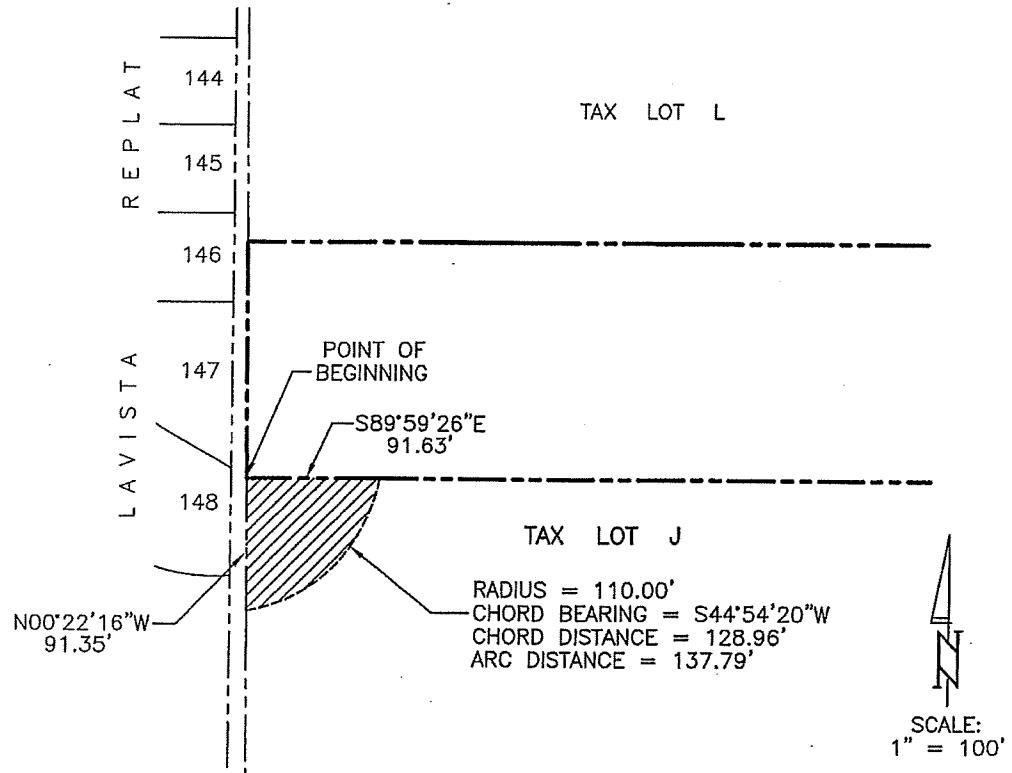
WITNESS my hand and Notarial Seal the day and year above written.

Notary Dee J. Penoy

STATE OF ALASKA)
)
)ss



EXHIBIT "A"



LEGAL DESCRIPTION

THAT PART OF TAX LOT J IN THE SE 1/4 OF THE NW 1/4 OF SECTION 13, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID TAX LOT J; THENCE S89°59'26"E (ASSUMED BEARING) 91.63 FEET ON THE NORTH LINE OF SAID TAX LOT J; THENCE SOUTHWESTERLY ON A NON-TANGENT 110.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S44°54'20"W, CHORD DISTANCE 128.96 FEET, AN ARC DISTANCE OF 137.79 FEET TO THE WEST LINE OF SAID TAX LOT J; THENCE NO0°22'16"W 91.35 FEET ON THE NON-TANGENT WEST LINE OF SAID TAX LOT J TO THE POINT OF BEGINNING.

CONTAINING 0.14 ACRES MORE OR LESS.

171359EX3.dwg



2 THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154
P: 402.330.8860 F: 402.330.5866 WWW.TD2CO.COM

EXHIBIT _____
CITY OF LAVISTA TD2 NO. 171-359

DATE	9/4/08
DRAWN BY	RJR
CHECKED BY	DHN
REVISION	

STATE OF NEBRASKA

LOCAL POLITICAL SUBDIVISION ACQUISITION CONTRACT
TEMPORARY EASEMENT - INDIVIDUAL

Copies to:

1. Right of Way Division, Nebraska Department of Roads
 2. Owner
 3. Buyer

Project No.: ENH-77(50)
 Control No.: CN 22251
 Tract No.: 2

THIS CONTRACT, made and entered into this 26 day of September, 2009,
 by and between, DORIS M. OSENTOWSKI, deceased

Address: 7606 South 66th Street, Papillion, Nebraska 68046
 hereinafter called the OWNER, and CITY OF LA VISTA, NEBRASKA, hereinafter called the BUYER.

TEMPORARY EASEMENT

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

SEE ATTACHED EXHIBIT "A"

It is understood that the easement area(s) may be used for the temporary relocation of utilities during the construction of the project.

The BUYER agrees to purchase the above described Temporary Easement(s) and to pay, therefore, upon the delivery of said executed Temporary Easement(s). If the OWNER so desires, they shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

Approximately	<u>0.033</u>	acres at	<u>\$ 44,000.00</u>	per acre	<u>\$ 240.00 @</u>
Approximately		acres at	<u>\$</u>	per acre	<u>\$</u>
Approximately		acres at	<u>\$</u>	per acre	<u>\$</u>
Moving and replacing approximately		rods of fence at	<u>\$</u>	per rod	<u>\$</u>
Moving and replacing approximately		rods of fence at	<u>\$</u>	per rod	<u>\$</u>
Other Damages:					<u>\$</u>
					<u>\$</u>
					TOTAL \$ 240.00@

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

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 their right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, 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 BUYER 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 BUYER, 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 BUYER.

BUYER

—OWNER

By _____

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(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

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

Notary _____

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as owner(s) and acknowledged the same to be a voluntary act and deed.

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as owner(s) and acknowledged the same to be a voluntary act and deed.

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

Notary Oliver J. Berger

STATE OF NEBRASKA)
)ss.

STATE OF Nebraska)
)
)ss

COUNTY OF _____
(S E A L)

COUNTY OF Sacramento (S E A L)

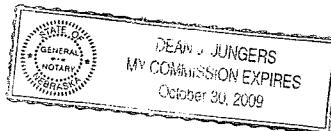
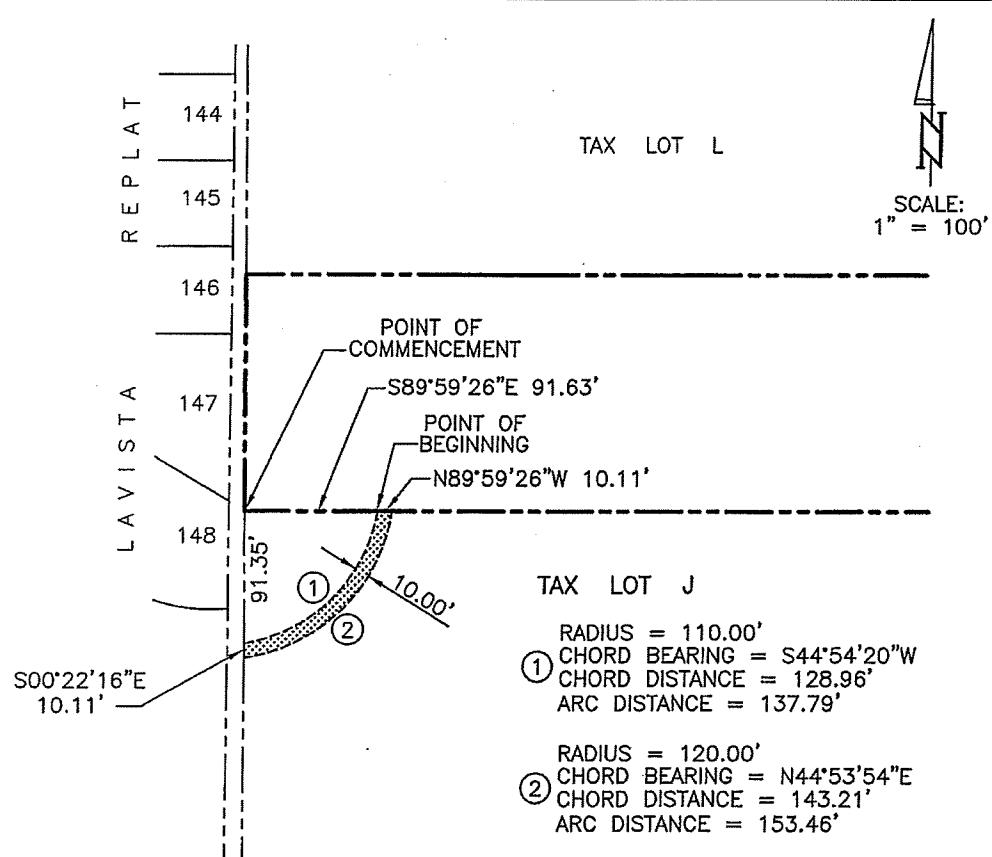


EXHIBIT "A"



LEGAL DESCRIPTION

THAT PART OF TAX LOT J IN THE SE 1/4 OF THE NW 1/4 OF SECTION 13, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS:
COMMENCING AT THE NW CORNER OF SAID TAX LOT J; THENCE S89°59'26"E (ASSUMED BEARING) 91.63 FEET ON THE NORTH LINE OF SAID TAX LOT J TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ON A NON-TANGENT 110.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S44°54'20"W, CHORD DISTANCE 128.96 FEET, AN ARC DISTANCE OF 137.79 FEET TO THE WEST LINE OF SAID TAX LOT J; THENCE S00°22'16"E 10.11 FEET ON THE NON-TANGENT WEST LINE OF SAID TAX LOT J; THENCE NORTHEASTERLY ON A NON-TANGENT 120.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N44°53'54"E, CHORD DISTANCE 143.21 FEET, AN ARC DISTANCE OF 153.46 FEET TO THE NORTH LINE OF SAID TAX LOT J; THENCE N89°59'26"W 10.11 FEET ON THE NON-TANGENT NORTH LINE OF SAID TAX LOT J TO THE POINT OF BEGINNING.

CONTAINING 0.03 ACRES MORE OR LESS.

171359EX3.dwg

 THOMPSON, DREESSEN & DORNER, INC. <i>Consulting Engineers & Land Surveyors</i> 10836 OLD MILL ROAD OMAHA, NEBRASKA 68154 P: 402.330.8860 F: 402.330.5866 WWW.TD2CO.COM	EXHIBIT	DATE 9/4/08
		DRAWN BY RJR
	CITY OF LAVISTA	CHECKED BY DHN
	TD2 NO. 171-359	REVISION

WARRANTY DEED - INDIVIDUAL

Tract 2

KNOW ALL MEN BY THESE PRESENTS:

THIS DEED, made this 26th day of September, 2009, between
DORIS M. OSENTOWSKI, deceased,
party of the first part, and the **CITY OF LA VISTA, NEBRASKA**, a Municipal Corporation organized and existing
under and by virtue of the Laws of the State of Nebraska.

WITNESSETH: that said party of the first part, whether one or more, for and in consideration of the sum of
ONE AND NO/100 DOLLARS (\$1.00), and other good and valuable consideration, in hand paid, receipt of which
is hereby acknowledged, does hereby grant, bargain, sell, convey, and confirm for public purposes unto the
CITY OF LA VISTA, NEBRASKA, the following described real estate, situated in the County of Sarpy and State of
Nebraska, to wit:

SEE ATTACHED EXHIBIT A

TO HAVE AND TO HOLD the above described premises, together with all the tenements, hereditaments,
and appurtenances thereunto belonging, unto said CITY OF LA VISTA, NEBRASKA, and its successors and
assigns forever;

And the said party of the first part for itself and its successors, does hereby covenant and agree to and with
the said CITY OF LA VISTA, NEBRASKA, and its successors and assigns, that at the time of the execution and
delivery of these presents it is lawfully seized of said premises, that it has good right and lawful authority to convey
the same; that they are free from encumbrance; and party of the first part does hereby covenant for itself and its
successors to warrant and defend the said premises against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF said GRANTOR(S) has or have hereunto set his or their hand(s) this
26 day of September, 2009.

INDIVIDUAL and/or PARTNERSHIP

Julie A. Schneider P.R.

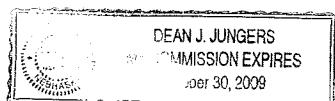
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nebraska)
COUNTY OF Sarpy)
ss.

On this 26 day of September, 2009, before me, a General Notary Public, duly
commissioned and qualified, personally came Julie A. Schneider P.R.

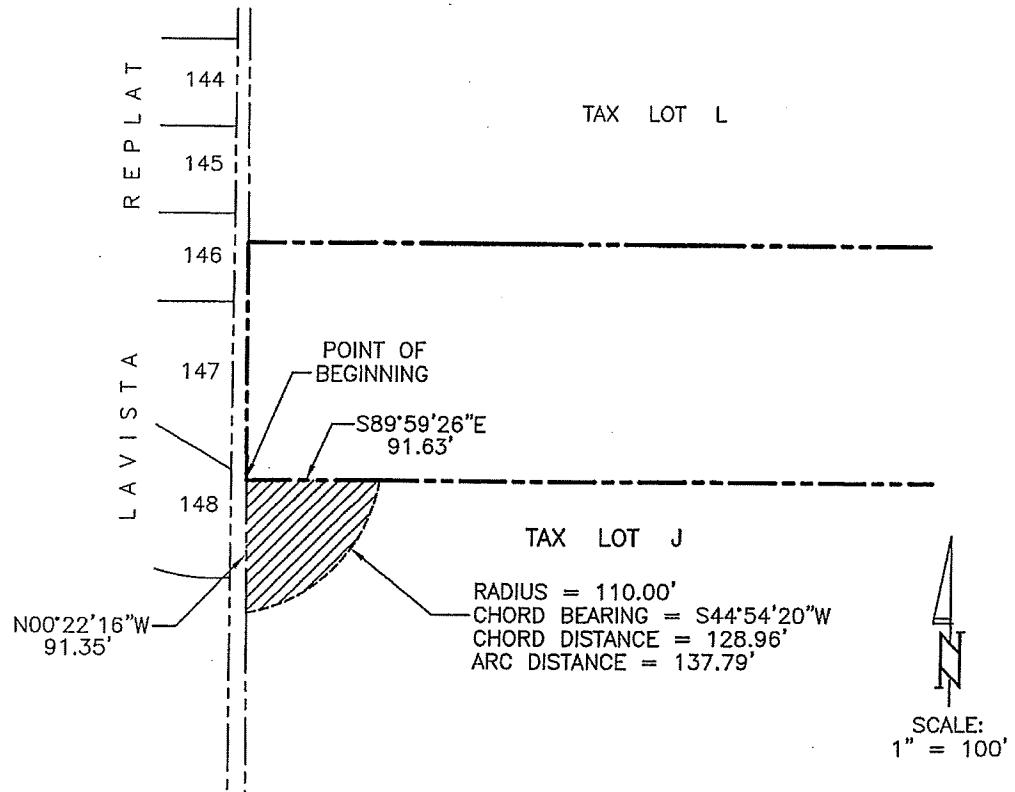
me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as Grantor(s) and
acknowledged the same to be a voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written
(S E A L)



Dean Jungers
Notary Public

EXHIBIT "A"



LEGAL DESCRIPTION

THAT PART OF TAX LOT J IN THE SE 1/4 OF THE NW 1/4 OF SECTION 13, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID TAX LOT J; THENCE S89°59'26"E (ASSUMED BEARING) 91.63 FEET ON THE NORTH LINE OF SAID TAX LOT J; THENCE SOUTHWESTERLY ON A NON-TANGENT 110.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S44°54'20"W, CHORD DISTANCE 128.96 FEET, AN ARC DISTANCE OF 137.79 FEET TO THE WEST LINE OF SAID TAX LOT J; THENCE N00°22'16"W 91.35 FEET ON THE NON-TANGENT WEST LINE OF SAID TAX LOT J TO THE POINT OF BEGINNING.

CONTAINING 0.14 ACRES MORE OR LESS.

171359EX3.dwg

 THOMPSON, DREESSEN & DORNER, INC. <i>Consulting Engineers & Land Surveyors</i> 10836 OLD MILL ROAD OMAHA, NEBRASKA 68154 P: 402.330.8860 F: 402.330.5868 WWW.TD2CO.COM	EXHIBIT _____	DATE	9/4/08
		DRAWN BY	RJR
		CHECKED BY	DHN
		REVISION	
	CITY OF LAVISTA	TD2 NO.	171-359

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION
PARTIAL ACQUISITION CONTRACT - INDIVIDUAL**

Copies to:

1. Right of Way Division, Nebraska Department of Roads
2. Owner
3. Buyer

Project No.: ENH-77(50)
Control No.: CN 22251
Tract No.: 3

THIS CONTRACT, made and entered into this 26 day of September, 2009,
by and between, **DORIS M. OSENTOWSKI, deceased**

Address: 7606 South 66th Street, Papillion, Nebraska 68046
hereinafter called the OWNER, and CITY OF LA VISTA, NEBRASKA, hereinafter called the BUYER.

RIGHT OF WAY

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

SEE ATTACHED EXHIBIT "A"

The BUYER agrees to purchase the above described Right of Way and to pay, therefore, upon the delivery of said executed Deed. If the OWNER so desires, they shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

Approximately	<u>0.38</u>	acres at	\$ <u>44,000.00</u>	per acre	\$ <u>16,750.00</u>
Approximately	<u> </u>	acres at	\$ <u> </u>	per acre	\$ <u> </u>
Approximately	<u> </u>	acres at	\$ <u> </u>	per acre	\$ <u> </u>
Moving and replacing approximately	<u> </u>	rods of fence at	\$ <u> </u>	per rod	\$ <u> </u>
Moving and replacing approximately	<u> </u>	rods of fence at	\$ <u> </u>	per rod	\$ <u> </u>
Other Damages:	<u> </u>				\$ <u> </u>
	<u> </u>				\$ <u> </u>
					TOTAL \$ <u>16,750.00</u>

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

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 their right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, 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 BUYER 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 BUYER, 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 BUYER.

BUYER

By _____

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(s) whose name(s) affixed to the foregoing instrument as buyer(s) 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 NEBRASKA)

)ss.

COUNTY OF SARPY)

(S E A L)

OWNER

Julie A Schneider PR.

Dated this 26 day of September, 2009

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

Julie A Schneider PR.

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as owner(s) and acknowledged the same to be a voluntary act and deed.

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

Notary De JUNGER

STATE OF NEBRASKA)

)ss.

COUNTY OF SARPY)

(S E A L)

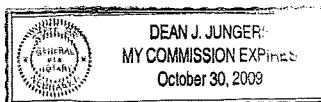
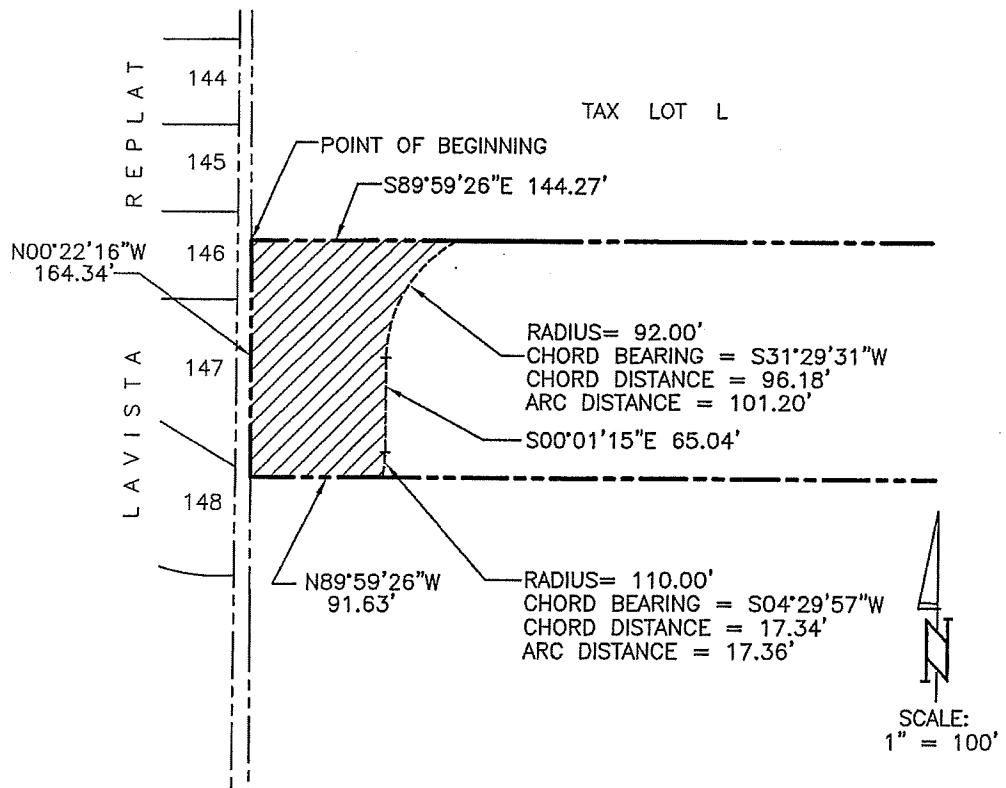


EXHIBIT "A"



LEGAL DESCRIPTION

THAT PART OF TAX LOT K IN THE SE 1/4 OF THE NW 1/4 OF SECTION 13, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS:
BEGINNING AT THE NW CORNER OF SAID TAX LOT K; THENCE S89°59'26"E (ASSUMED BEARING) 144.27 FEET ON THE NORTH LINE OF SAID TAX LOT K; THENCE SOUTHWESTERLY ON A NON-TANGENT 92.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S31°29'31"W, CHORD DISTANCE 96.18 FEET, AN ARC DISTANCE OF 101.20 FEET; THENCE S00°01'15"E 65.04 FEET; THENCE SOUTHWESTERLY ON A 110.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S04°29'57"W, CHORD DISTANCE 17.34 FEET, AN ARC DISTANCE OF 17.36 FEET TO THE SOUTH LINE OF SAID TAX LOT K; THENCE N89°59'26"W 91.63 FEET ON THE NON-TANGENT SOUTH LINE OF SAID TAX LOT K TO THE SOUTHWEST CORNER THEREOF; THENCE N00°22'16"W 164.34 FEET ON THE WEST LINE OF SAID TAX LOT K TO THE POINT OF BEGINNING.

CONTAINING 0.38 ACRES MORE OR LESS.

171359EX3.dwg

 2 THOMPSON, DREESSEN & DORNER, INC. <i>Consulting Engineers & Land Surveyors</i> 10836 OLD MILL ROAD OMAHA, NEBRASKA 68154 P: 402.330.8860 F: 402.330.5866 WWW.TD2CO.COM	EXHIBIT		DATE	9/4/08
			DRAWN BY	RJR
	CITY OF LAVISTA	TD2 NO. 171-359	CHECKED BY	DHN
			REVISION	

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION ACQUISITION CONTRACT
TEMPORARY EASEMENT - INDIVIDUAL**

Copies to:

1. Right of Way Division, Nebraska Department of Roads
2. Owner
3. Buyer

Project No.: ENH-77(50)
Control No.: CN 22251
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by and between, DORIS M. OSENTOWSKI, deceased

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hereinafter called the OWNER, and CITY OF LA VISTA, NEBRASKA, hereinafter called the BUYER.

TEMPORARY EASEMENT

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

SEE ATTACHED EXHIBITS "A" and "B"

It is understood that the easement area(s) may be used for the temporary relocation of utilities during the construction of the project.

The BUYER agrees to purchase the above described Temporary Easement(s) and to pay, therefore, upon the delivery of said executed Temporary Easement(s). If the OWNER so desires, they shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

Approximately	<u>0.067</u>	acres at	\$	<u>44,000.00</u>	per acre	\$	<u>350.00</u>
Approximately		acres at	\$		per acre	\$	
Approximately		acres at	\$		per acre	\$	
Moving and replacing approximately		rods of fence at	\$		per rod	\$	
Moving and replacing approximately		rods of fence at	\$		per rod	\$	
Other Damages:						\$	
						\$	

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

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 their right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER 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 BUYER 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 BUYER, 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 BUYER.

BUYER

By _____

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(s) whose name(s) affixed to the foregoing instrument as buyer(s) 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 NEBRASKA)

COUNTY OF SABINE)

COUNTY OF SARPT (SEAL)

OWNER

Julie H. Schreder PR.

Dated this 26 day of September, 2009

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as owner(s) and acknowledged the same to be a voluntary act and deed.

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

Notary One / January

STATE OF NEBRASKA)

CONTINUED SAR PY

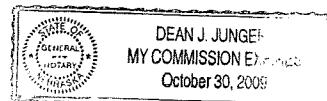
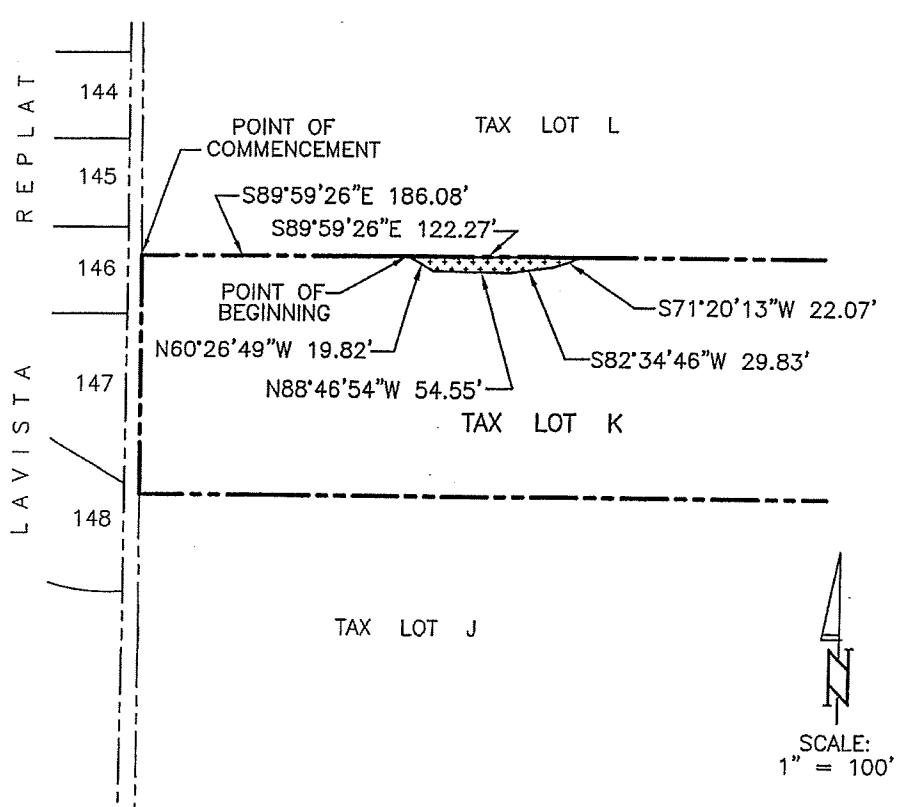


EXHIBIT "A"



LEGAL DESCRIPTION

THAT PART OF TAX LOT K IN THE SE 1/4 OF THE NW 1/4 OF SECTION 13, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NW CORNER OF SAID TAX LOT K; THENCE S89°59'26"E (ASSUMED BEARING) 186.08 FEET ON THE NORTH LINE OF SAID TAX LOT K TO THE POINT OF BEGINNING; THENCE CONTINUING S89°59'26"E 122.27 FEET ON THE NORTH LINE OF SAID TAX LOT K; THENCE S71°20'13"W 22.07 FEET; THENCE S82°34'46"W 29.83 FEET; THENCE N88°46'54"W 54.55 FEET; THENCE N60°26'49"W 19.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.023 ACRES MORE OR LESS

171359EX3.dwg



THOMPSON, DREESSEN & DORNER, INC.
 Consulting Engineers & Land Surveyors
 10836 OLD MILL ROAD OMAHA, NEBRASKA 68154
 P: 402.330.8860 F: 402.330.5866 WWW.TD2CO.COM

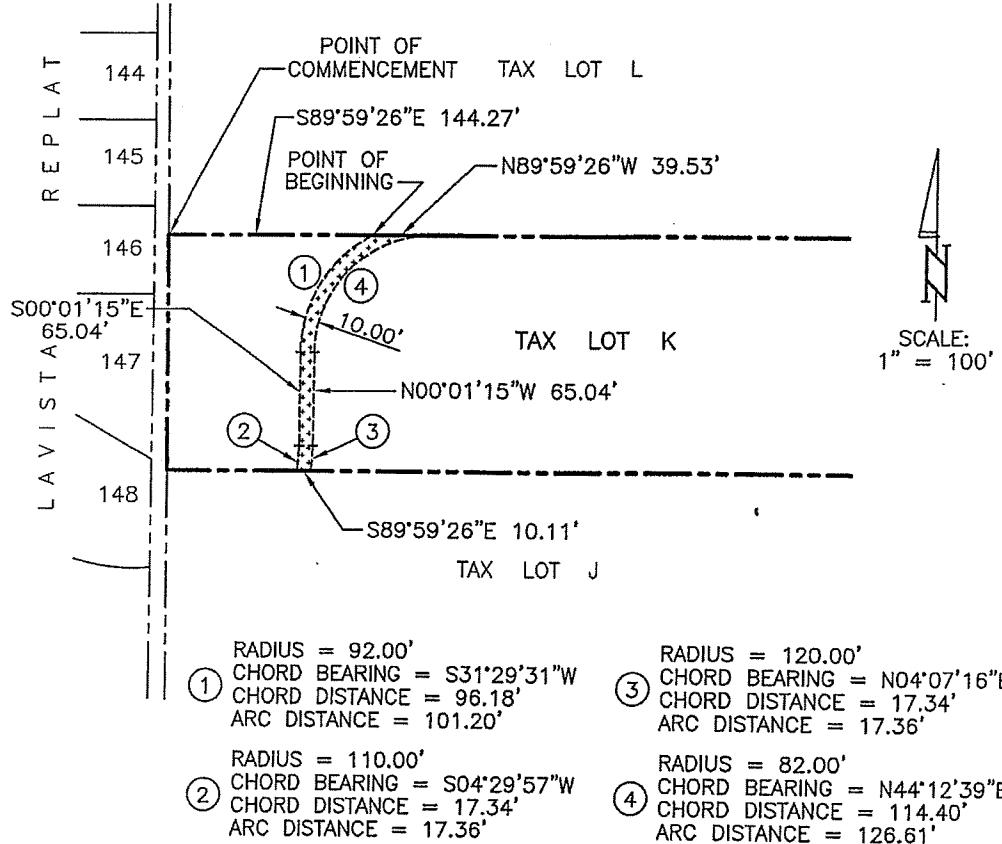
EXHIBIT

CITY OF LAVISTA

TD2 NO. 171-359

DATE	9/4/08
DRAWN BY	JRR
CHECKED BY	DHN
REVISION	12/01/08

EXHIBIT 'B'



LEGAL DESCRIPTION

THAT PART OF TAX LOT K IN THE SE 1/4 OF THE NW 1/4 OF SECTION 13, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID TAX LOT K; THENCE S89°59'26"E (ASSUMED BEARING) 144.27 FEET ON THE NORTH LINE OF SAID TAX LOT K TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ON A NON-TANGENT 92.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S31°29'31"W, CHORD DISTANCE 96.18 FEET, AN ARC DISTANCE OF 101.20 FEET; THENCE S00°01'15"E 65.04 FEET; THENCE SOUTHWESTERLY ON A 110.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S04°29'57"W, CHORD DISTANCE 17.34 FEET, AN ARC DISTANCE OF 17.36 FEET TO THE SOUTH LINE OF SAID TAX LOT K; THENCE S89°59'26"E 10.11 FEET ON THE NON-TANGENT SOUTH LINE OF SAID TAX LOT K; THENCE NORTHEASTERLY ON A 120.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N04°07'16"E, CHORD DISTANCE 17.34 FEET, AN ARC DISTANCE OF 17.36 FEET; THENCE N00°01'15"W 65.04 FEET; THENCE NORTHEASTERLY ON AN 82.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N44°12'39"E, CHORD DISTANCE 114.40 FEET, AN ARC DISTANCE OF 126.61 FEET TO THE NORTH LINE OF SAID TAX LOT K; THENCE N89°59'26"W 39.53 FEET ON THE NON-TANGENT NORTH LINE OF SAID TAX LOT K TO THE POINT OF BEGINNING.

CONTAINING 0.044 ACRES MORE OR LESS.

171359EX3.dwg



2 THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154
P: 402.330.8860 F: 402.330.5866 WWW.TD2CO.COM

EXHIBIT _____
CITY OF LAVISTA TD2 NO. 171-359

DATE	9/4/08
DRAWN BY	RJR
CHECKED BY	DHN
REVISION	12/01/08

WARRANTY DEED - INDIVIDUAL

Tract 3

KNOW ALL MEN BY THESE PRESENTS:

THIS DEED, made this 26 day of September, 2009, between
DORIS M. OSENTOWSKI, deceased,
party of the first part, and the **CITY OF LA VISTA, NEBRASKA**, a Municipal Corporation organized and existing
under and by virtue of the Laws of the State of Nebraska.

WITNESSETH: that said party of the first part, whether one or more, for and in consideration of the sum of
ONE AND NO/100 DOLLARS (\$1.00), and other good and valuable consideration, in hand paid, receipt of which
is hereby acknowledged, does hereby grant, bargain, sell, convey, and confirm for public purposes unto the
CITY OF LA VISTA, NEBRASKA, the following described real estate, situated in the County of Sarpy and State of
Nebraska, to wit:

SEE ATTACHED EXHIBIT A

TO HAVE AND TO HOLD the above described premises, together with all the tenements, hereditaments,
and appurtenances thereunto belonging, unto said CITY OF LA VISTA, NEBRASKA, and its successors and
assigns forever;

And the said party of the first part for itself and its successors, does hereby covenant and agree to and with
the said CITY OF LA VISTA, NEBRASKA, and its successors and assigns, that at the time of the execution and
delivery of these presents it is lawfully seized of said premises, that it has good right and lawful authority to convey
the same; that they are free from encumbrance; and party of the first part does hereby covenant for itself and its
successors to warrant and defend the said premises against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF said GRANTOR(S) has or have hereunto set his or their hand(s) this
26 day of September, 2009.

INDIVIDUAL and/or PARTNERSHIP

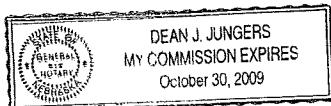
Julie D. Schneider PR.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF SARPY NEBRASKA,
COUNTY OF SARPY)
ss.

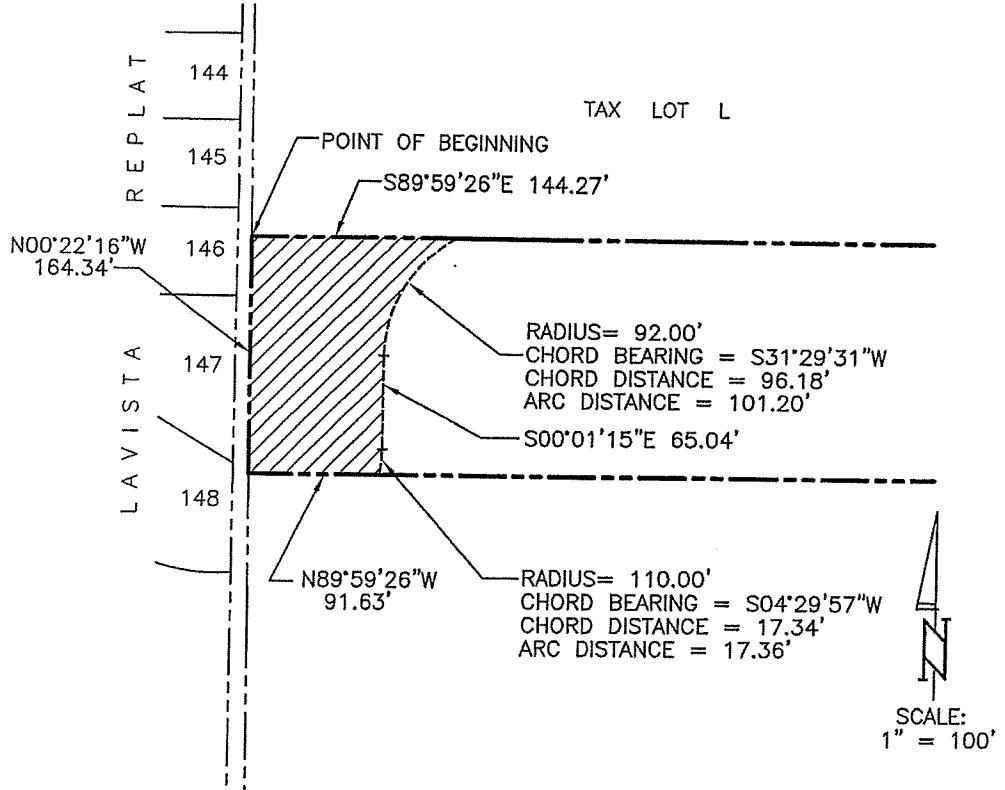
On this 26 day of September, 2009, before me, a General Notary Public, duly
commissioned and qualified, personally came Julie A. Schneider PR. Notary Public
STATE OF SARPY, OSENTOWSKI,
me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as Grantor(s) and
acknowledged the same to be a voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written
(S E A L)



Dean Jungers
Notary Public

EXHIBIT "A"



LEGAL DESCRIPTION

THAT PART OF TAX LOT K IN THE SE 1/4 OF THE NW 1/4 OF SECTION 13, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NW CORNER OF SAID TAX LOT K; THENCE S89°59'26"E (ASSUMED BEARING) 144.27 FEET ON THE NORTH LINE OF SAID TAX LOT K; THENCE SOUTHWESTERLY ON A NON-TANGENT 92.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S31°29'31"W, CHORD DISTANCE 96.18 FEET, AN ARC DISTANCE OF 101.20 FEET; THENCE S00°01'15"E 65.04 FEET; THENCE SOUTHWESTERLY ON A 110.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S04°29'57"W, CHORD DISTANCE 17.34 FEET, AN ARC DISTANCE OF 17.36 FEET TO THE SOUTH LINE OF SAID TAX LOT K; THENCE N89°59'26"W 91.63 FEET ON THE NON-TANGENT SOUTH LINE OF SAID TAX LOT K TO THE SOUTHWEST CORNER THEREOF; THENCE NOO°22'16"W 164.34 FEET ON THE WEST LINE OF SAID TAX LOT K TO THE POINT OF BEGINNING.

CONTAINING 0.38 ACRES MORE OR LESS.

171359EX3.dwg

 THOMPSON, DREESSEN & DORNER, INC. <i>Consulting Engineers & Land Surveyors</i> 10836 OLD MILL ROAD OMAHA, NEBRASKA 68154 P: 402.330.8860 F: 402.330.5866 WWW.TD2CO.COM	EXHIBIT		DATE	9/4/08
	CITY OF LAVISTA	TD2 NO. 171-359	DRAWN BY	RJR
			CHECKED BY	DHN
			REVISION	

