



MISC 2004120138



SEP 09 2004 09:01 P 5

Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
9/9/2004 09:01:50.85

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AFTER RECORDING RETURN TO:

David J. Selby
Young & White
8742 Frederick Street
Omaha, NE 68124

TRACT NO. 7

PERMANENT EASEMENT 3

A TRACT OF LAND BEING PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, NEBRASKA, SAID TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18;

THENCE ALONG THE EAST LINE OF SAID SECTION 18, SOUTH 02 DEGREES 35 MINUTES 40 SECONDS EAST (ASSUMED BEARING), A DISTANCE OF 1157.98 FEET TO THE PROPOSED CENTER LINE OF BLONDO STREET;

THENCE ALONG THE PROPOSED CENTER LINE OF BLONDO STREET, SOUTH 87 DEGREES 21 MINUTES 59 SECONDS WEST, A DISTANCE OF 92.39 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET;

THENCE CONTINUING ALONG THE PROPOSED CENTER LINE OF BLONDO STREET, NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 35 DEGREES 39 MINUTES 06 SECONDS, A DISTANCE OF 622.24 FEET (CHORD BEARING AND LENGTH OF NORTH 74 DEGREES 48 MINUTES 28 SECONDS WEST, 612.25 FEET);

THENCE PERPENDICULAR TO THE PROPOSED CENTER LINE OF BLONDO STREET, NORTH 33 DEGREES 01 MINUTE 05 SECONDS EAST, A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING AND TO A POINT ON A NON-TANGENT CIRCULAR CURVE, CONCAVE NORTHEASTERLY, TO WHICH POINT A RADIAL LINE BEARS NORTH 33 DEGREES 01 MINUTE 05 SECONDS EAST, A DISTANCE OF 950.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEGREES 32 MINUTES 49 SECONDS, A DISTANCE OF 25.65 FEET (CHORD BEARING AND LENGTH OF NORTH 56 DEGREES 12 MINUTES 31 SECONDS WEST, 25.65 FEET);

THENCE NORTH 34 DEGREES 33 MINUTES 54 SECONDS EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 56 DEGREES 12 MINUTES 31 SECONDS EAST, A DISTANCE OF 25.38 FEET;

THENCE SOUTH 33 DEGREES 01 MINUTE 05 SECONDS WEST, A DISTANCE OF 10.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS AN AREA OF 0.01 ACRE, MORE OR LESS.

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION
ACQUISITION CONTRACT**

Copies to:

1. Sinclair Hille Architects – Lincoln, Nebraska
2. Owner
3. Buyer

Project No.: STPB – 3810(1)
Control No.: 22049
Tract No.: 7

THIS CONTRACT, made and entered into this _____ day of _____, 20____
by and between , Zalkin Real Estate Trust

Address: _____

hereinafter called the OWNER, and the City of Elkhorn, Nebraska, hereinafter called the BUYER.

PERMANENT EASEMENT

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby agrees to execute to the BUYER, a Permanent Easement to certain real estate described in Exhibit A. (The description may be stated in either "metes and bounds" or "station and offsets")

It is understood that the easement area(s) may be used, but not limited to, the construction of drainage structures, relocation of utilities, grading of roadway embankment, construction access and equipment storage.

The BUYER agrees to purchase the above described Permanent Easement(s) and to pay, therefore, upon the delivery of said executed Permanent Easement 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>0.06</u> acres at \$ <u>28,500.00</u> per acre	<u>\$ 1,710.00</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: _____	_____
_____	_____
TOTAL	\$
	<u>1,710.00</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.

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.

Project No.: STPB - 3810(1) - Tr. 7

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

City of Elkhorn, Nebraska

By

Phillip E. Klein
Mayor - City of Elkhorn, Nebraska

Date

7-27-06

OWNER

Zalkin Real Estate Trust

Mark W. Zalkin

Dated this

27 day of *July*, 20*06*

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

Phillip E. Klein

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

Cheryl K. Eckerman

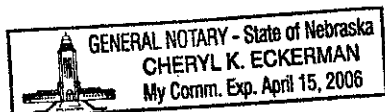
STATE OF

Nebraska

SS.

Douglas

County



Dated this

10 day of *August*, 20*06*

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

Mark W. Zalkin

to me known to be the identical person _____ whose name _____ affixed

to the foregoing instrument as _____ and acknowledged the same to

be a voluntary act and deed.

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

Notary

Molly E. Kufeldt

STATE OF

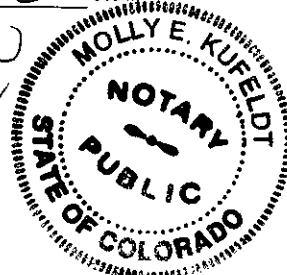
Colorado

SS.

Denver

County

My Commission Expires: 4/15/06



OWNER

Robert L. Belgrade, Trustee

Robert L. Belgrade, Trustee

Dated this 12th day of August, 20 04

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

Robert L. Belgrade, Trustee

to me known to be the identical person _____ whose name IS 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.

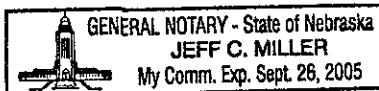
Notary _____

STATE OF NE

ss.

Douglas

County



OWNER

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.

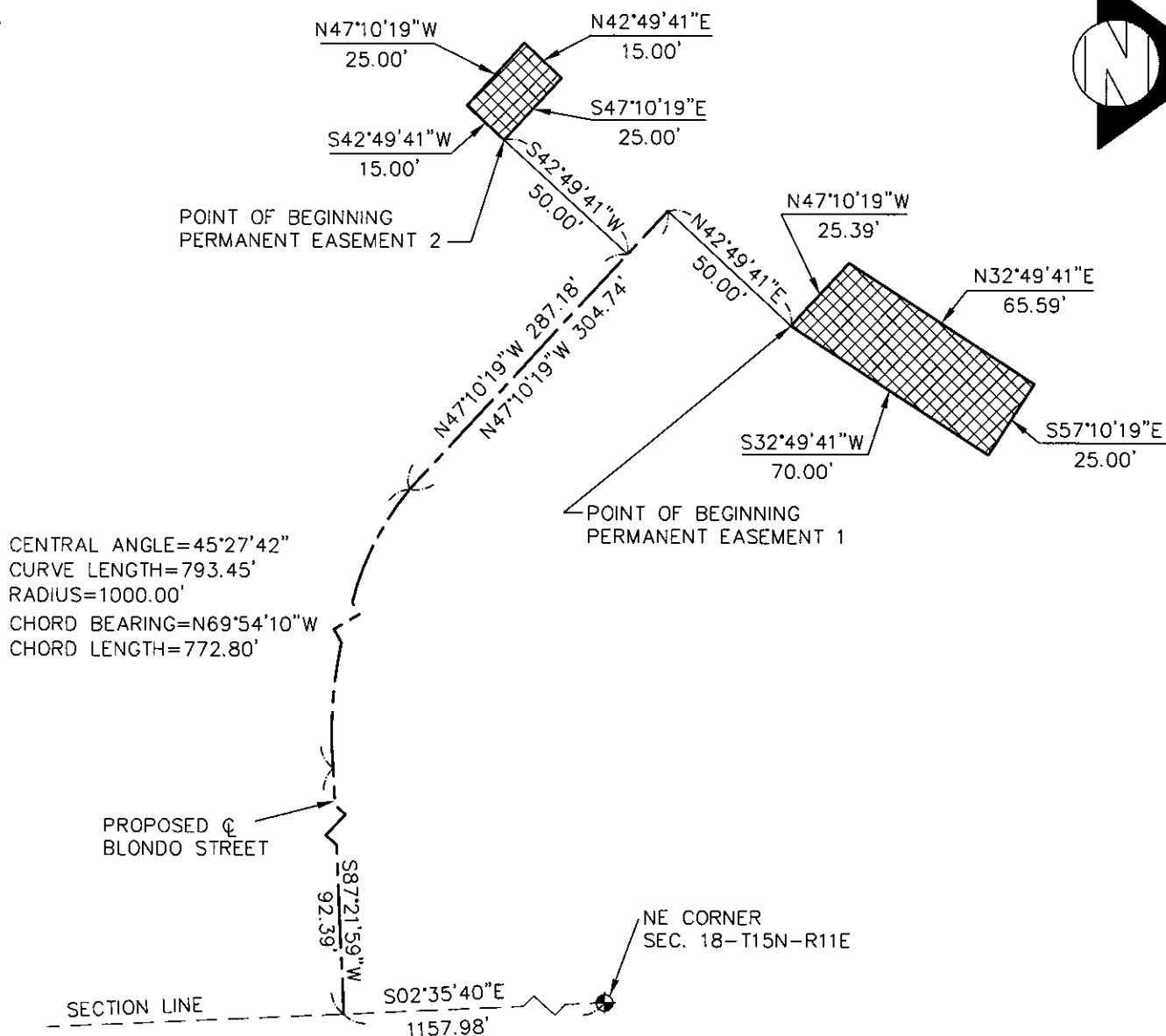
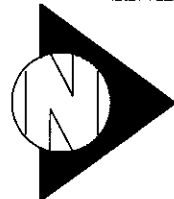
WITNESS my hand and Notarial Seal the day and year above written.

Notary _____

STATE OF _____

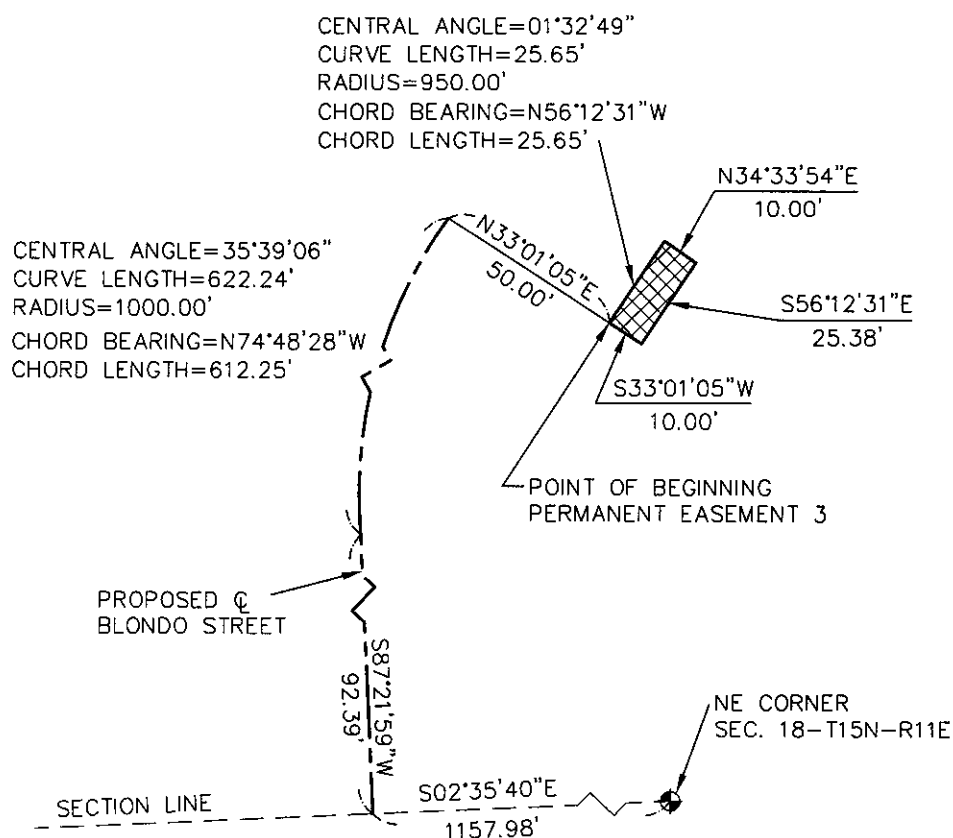
ss.

County



PERMANENT EASEMENTS 1 AND 2

NOT TO SCALE



PERMANENT EASEMENT 3

NOT TO SCALE

PERMANENT EASEMENT (EXHIBIT A)



PERMANENT EASEMENT

0.06

ACRE

PROJECT NO.

STPB-3810(1)

TRACT NO.

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