

FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2013-29406

09/16/2013 3:38:49 PM

Lloyd J. Dowding

REGISTER OF DEEDS



COUNTER	<u>JD</u>	C.E.	<u>JD</u>
VERIFY	<u>MAD</u>	D.E.	<u>JD</u>
PROOF	<u>NC</u>		
FEE \$	_____		
CHECK #	_____		
CHG	_____	CASH	_____
REFUND	_____	CREDIT	_____
SHORT	_____	NCR	_____



**THIS PAGE ADDED
FOR RECORDING
INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS
Steven J. Stastny, Deputy
1210 GOLDEN GATE DRIVE, STE 1109
PAPILLION, NE 68046-2895
402-593-5773

A

STATE OF NEBRASKA

LOCAL POLITICAL SUBDIVISION
PARTIAL ACQUISITION CONTRACT - TRUST

Copies to:

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

Project.: 114th Street _____
 Control No.: _____
 Tract No.: F _____

THIS CONTRACT, made and entered into this 21st day of AUGUST, 2013,
 by and between, **ROBERT G. MOORE and ELAINE L. MOORE, TRUSTEES of the Moore Family Trust, dated March 9, 1993; ROBERT J. HAUG, TRUSTEE and PAUL A. HAUG, TRUSTEE; ROBERT J. HAUG, TRUSTEE of the Robert J. Haug Revocable Trust, dated March 30, 2000 and PAUL A. HAUG, TRUSTEE of the Paul A. Haug Revocable Trust, dated March 30, 2000, each to an undivided one quarter interest**
 Address: 10809 Highway 370, Papillion, Nebraska 68046
 hereinafter called the OWNER, and **COUNTY OF SARPY, 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>0.518</u>	acres at	<u>\$ 43,000.00</u>	per acre	<u>\$ 22,300.00 @</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>
TOTAL					\$ 22,300.00

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.

OWNER:

Robert G. Moore, Trustee
ROBERT G. MOORE, TRUSTEE

Elaine L. Moore, Trustee
ELAINE L. MOORE, TRUSTEE

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY OF SARPY) SS

Dated this 21st day of AUGUST, 2013 before me, a General Notary Public duly commissioned and qualified, personally came **ROBERT G. MOORE and ELAINE L. MOORE, TRUSTEES of the Moore Family Trust, dated March 9, 1993**

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 Seal 

David Minino
NOTARY PUBLIC

Robert J. Haug, Trustee
ROBERT J. HAUG, TRUSTEE

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY OF SARPY) SS

Dated this 21st day of AUGUST, 2013 before me, a General Notary Public duly commissioned and qualified, personally came **ROBERT J. HAUG, TRUSTEE of the Robert J. Haug Revocable Trust, dated March 30, 2000**

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 Seal 

David Minino
NOTARY PUBLIC

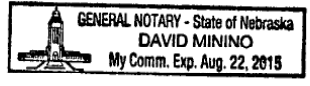
Paul A. Haug Trustee
PAUL A. HAUG, TRUSTEE

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF SARPY)

Dated this 21st day of AUGUST, 2013 before me, a General Notary Public duly commissioned and qualified, personally came PAUL A. HAUG, TRUSTEE of the Paul A. Haug Revocable Trust, dated March 30, 2000 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 Seal

David Minino
NOTARY PUBLIC

BUYER:

County of Sarpy

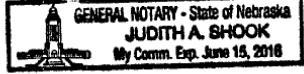
By: Louis Whisonant

STATE OF NEBRASKA)
) SS
COUNTY OF SARPY)

Dated this 13th day of SEPTEMBER, 2013, before me, a General Notary Public, duly commissioned and qualified, personally came LOUIS WHISONANT
DEPUTY COUNTY SURVEYOR

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 last above written.



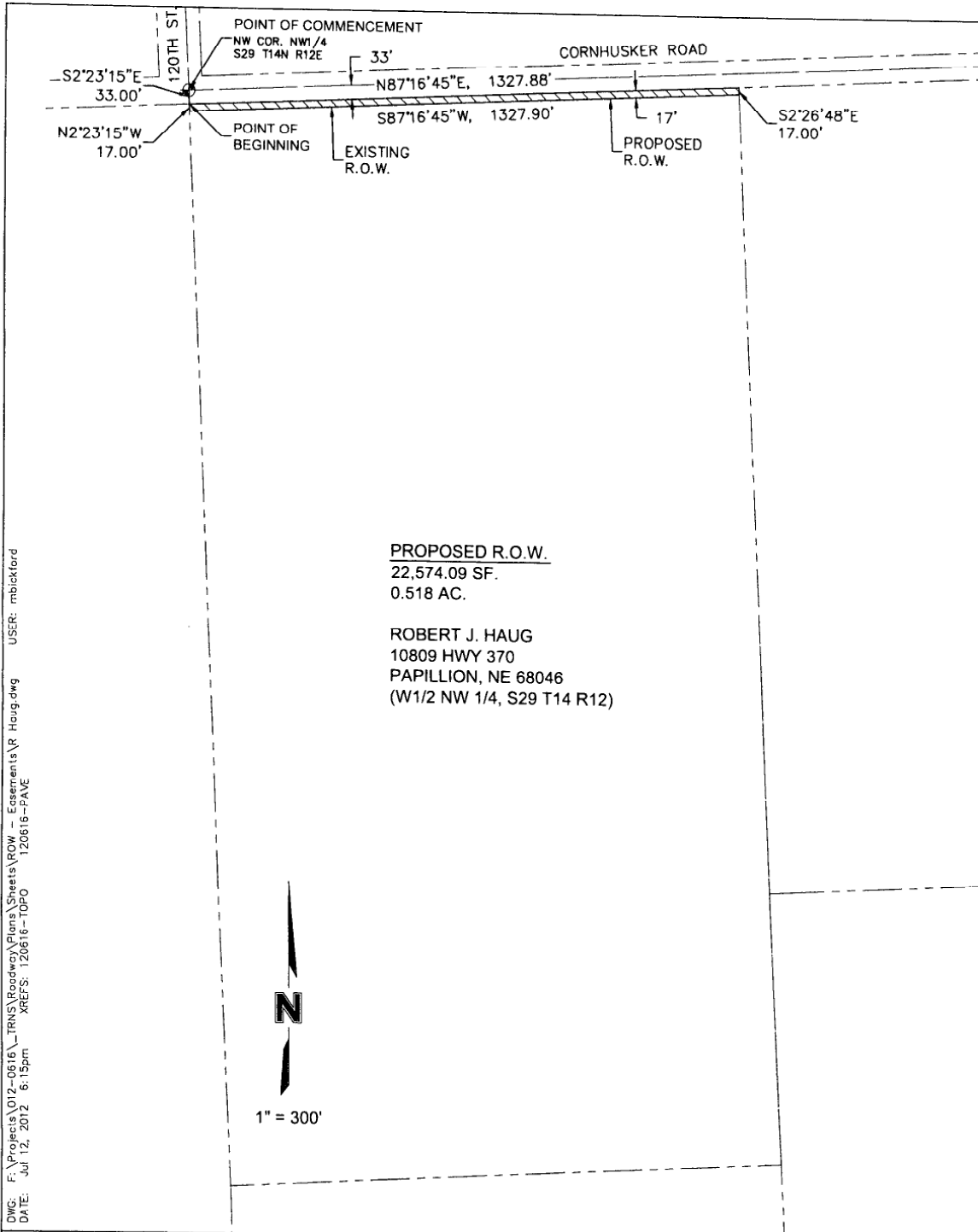
Notary Seal

Judith A. Shook
NOTARY PUBLIC

D

EXHIBIT "A"

Page 1 of 2



PROPOSED R.O.W.
 22,574.09 SF.
 0.518 AC.

ROBERT J. HAUG
 10809 HWY 370
 PAPPILLION, NE 68046
 (W1/2 NW 1/4, S29 T14 R12)



DWG: F:\Projects\012-0616\TRNS\Roadway\Plans\Sheets\ROW - Easements\R_Haug.dwg
 DATE: Jul 12, 2012 6:15pm
 USER: mbickford
 XREFS: 120616-TOPO 120616-PAVE

PROJECT NO: 012-0616
 DRAWN BY: MDB
 DATE: 7/12/2012

**RIGHT-OF-WAY
 ACQUISITION**

OLSSON ASSOCIATES
 2111 South 67th Street
 Suite 200
 Omaha, NE 68106
 TEL. 402.341.1116
 FAX 402.341.5895

EXHIBIT
F1

EXHIBIT "A"

LEGAL DESCRIPTION

A LEGAL DESCRIPTION FOR A RIGHT-OF-WAY ACQUISITION LOCATED IN PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 29; THENCE SOUTHERLY ON AN ASSUMED BEARING OF S02°23'15"E, ALONG THE WEST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 29, A DISTANCE OF 33.00 TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CORNHUSKER ROAD SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE N87°16'45"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF CORNHUSKER ROAD SAID LINE BEING PARALLEL WITH SAID NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 29, A DISTANCE OF 1327.88 FEET TO THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 29; THENCE S02°26'48"E, ALONG SAID EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 29, A DISTANCE OF 17.00 FEET TO A POINT; THENCE S87°16'45"W, PARALLEL WITH SAID SOUTH RIGHT-OF-WAY-LINE OF CORNHUSKER ROAD SAID LINE ALSO BEING PARALLEL WITH SAID NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 29, A DISTANCE OF 1327.90 FEET TO A POINT ON SAID WEST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 29; THENCE N02°23'15"W, ALONG SAID WEST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 29, A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING, SAID RIGHT-OF-WAY ACQUISITION CONTAINS A CALCULATED AREA OF 22,574.09 SQUARE FEET OR 0.518 ACRES MORE OR LESS.

DWG: F:\Projects\012-0616\TRNS\Roadway\Plans\Sheets\ROW - Easements\120616-PAVE
 DATE: Jul 12, 2012 6:15pm
 USER: mblickford
 XREFS: 120616-TOPO

PROJECT NO: 012-0616	RIGHT-OF-WAY ACQUISITION	MOLSSON ASSOCIATES	2111 South 67th Street Suite 200 Omaha, NE 68106 © TEL 402.341.1116 FAX 402.341.5895	EXHIBIT
DRAWN BY: MDB			F1	
DATE: 7/12/2012				