

FILED SARPY COUNTY NEBRASKA  
INSTRUMENT NUMBER

2013-19824

06/21/2013 10:21:44 AM

*Lloyd J. Dowding*

REGISTER OF DEEDS

COUNTER	<u>  </u>	C.E.	<u>  </u>
VERIFY	<u>  </u>	D.E.	<u>  </u>
PROOF	<u>  </u>		<u>  </u>
FEES \$	<u>28.00</u>		
CHECK#	<u>  </u>		
CHG	<u>COP</u>	CASH	<u>  </u>
REFUND	<u>  </u>	CREDIT	<u>  </u>
SHORT	<u>  </u>	NCR	<u>  </u>



**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 ACQUISITION CONTRACT  
TEMPORARY EASEMENT - LIMITED LIABILITY COMPANY

Copies to:

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

Project No.: MAPA 5023(14)  
 Control No.: 22290  
 Tract No.: 20

THIS CONTRACT, made and entered into this 28th day of MAY, 2013, by and between, P.H.A., LLC organized and existing under and by virtue of the laws of the State of Nebraska Address: 1325 NORTH 129 CIRCLE, OMAHA, NEBRASKA 68154 hereinafter called the OWNER, and City of Papillion, 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>1,450.00</u>	sq. ft. at	\$	<u>3.00</u>	per sq. ft. x 10%	\$	<u>440.00 @</u>
Approximately		sq. ft. at	\$		per sq. ft.	\$	
Approximately		sq. ft. at	\$		per sq. ft.	\$	
Moving and replacing approximately		rods of fence at	\$		per rod	\$	
Moving and replacing approximately		rods of fence at	\$		per rod	\$	
Other Damages: <u>Trees</u>						\$	<u>1,800.00</u>
		<u>Document Review Fees</u>				\$	<u>1,000.00</u>
<b>TOTAL</b>						\$	<b><u>3,240.00</u></b>

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:

P.H.A., LLC  
Limited Liability Company

By *Dennis Tierney*  
Managing Partner

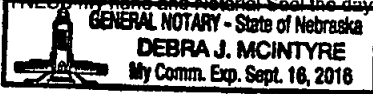
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska )  
COUNTY OF Douglas ) ss.

Dated this 28 day of MAY, 2013, before me, a General Notary Public duly commissioned and qualified, came Dennis Tierney

Managing Partner of P.H.A., LLC, a Nebraska Limited Liability Company, to me personally known to be the respective officer of said Limited Liability Company and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his respective voluntary act and deed as such officer and the voluntary act and deed of said Limited Liability Company.

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



Notary Seal

*Debra J. McIntyre*  
NOTARY PUBLIC

BUYER:

City of Papillion

By: *David P. Black*

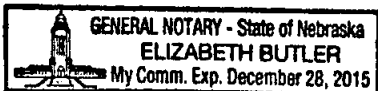
STATE OF NEBRASKA )  
COUNTY OF SARPY ) ss.

Dated this 18th day of JUNE, 2013, before me, a General Notary Public, duly commissioned and qualified, personally came David P. Black

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



*Elizabeth Butler*  
NOTARY PUBLIC

EXHIBIT "A"

