

2013-29407

09/16/2013 3:38:50 PM

Lloyd J. Dowding

REGISTER OF DEEDS



COUNTER	<u>LD</u>	C.E.	<u>LD</u>
VERIFY	<u>LD</u>	D.E.	<u>LD</u>
PROOF	<u>N/C</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

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.: E

THIS CONTRACT, made and entered into this 21st day of AUGUST, 2003,
 by and between, **ROBERT J. HAUG, TRUSTEE of the Robert J. Haug Revocable Trust, dated March 30, 2000; AND ROBERT J. HAUG and PAUL A. HAUG, TRUSTEES**
 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>2.672</u>	acres at	\$ <u>43,000.00</u>	per acre	\$ <u>114,900.00</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					\$ 114,900.00

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.

BUYER:

County of Sarpy

By: Louis Whisonant

STATE OF NEBRASKA)
COUNTY OF SARPY) SS

Dated this 16th 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.

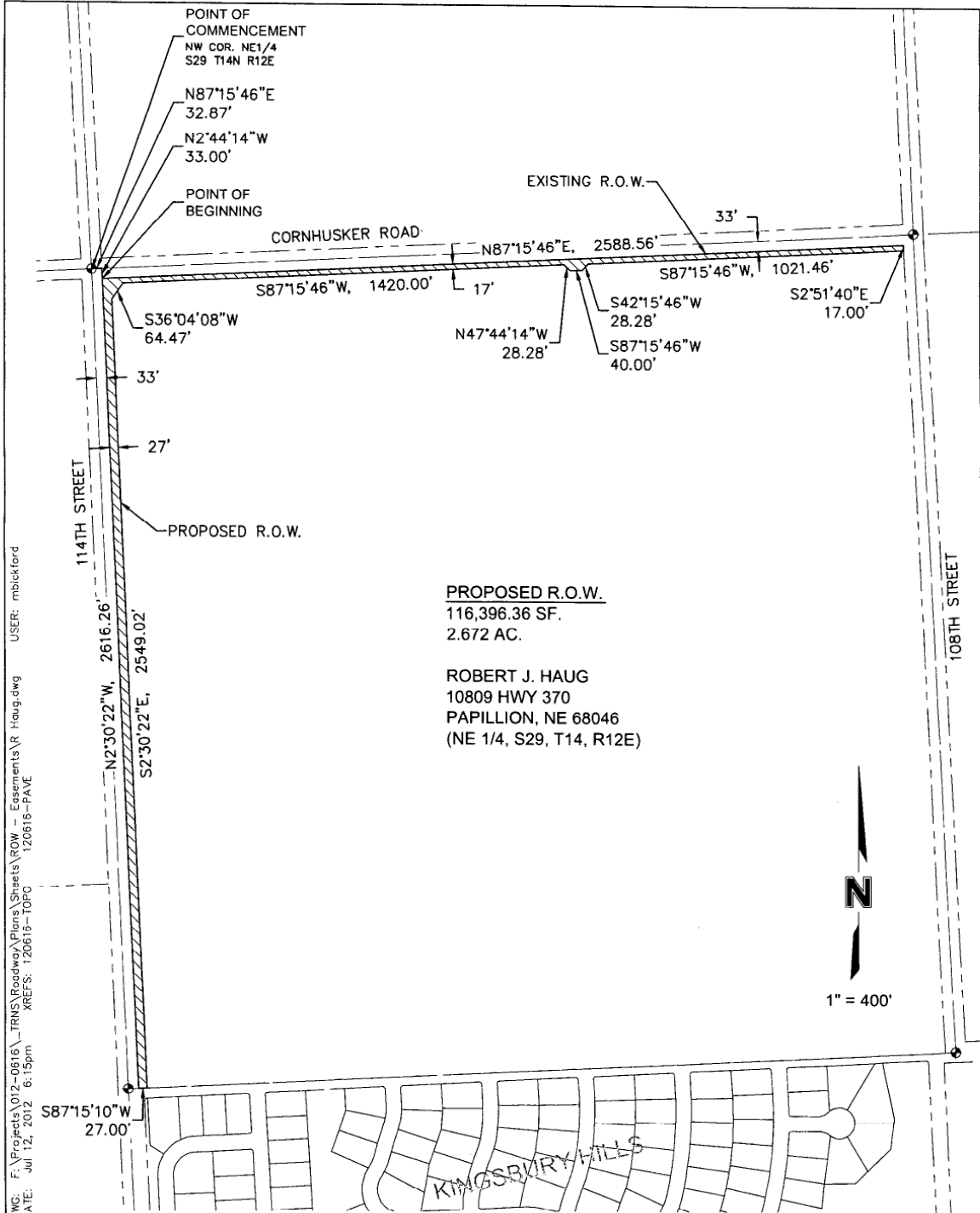


Notary Seal

Judith A. Shook
NOTARY PUBLIC

D

EXHIBIT "A" Page 1 of 2



USER: mbickford

DWG: F:\Projects\012-0616\TRMS\Roadway\Plans\Sheets\ROW - Easements\120616-PAVE

DATE: Jul 12, 2012 6:15pm

XREFS: 120616-TOPG

S87°15'10"W
27.00'

PROJECT NO: 012-0616

DRAWN BY: MDB

DATE: 7/12/2012

RIGHT-OF-WAY
ACQUISITION

MOLSSON
ASSOCIATES

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

EXHIBIT
E1

EXHIBIT "A"
Page 2 of 2

LEGAL DESCRIPTION

A LEGAL DESCRIPTION FOR A RIGHT-OF-WAY ACQUISITION LOCATED IN PART OF THE NORTHEAST 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 SAID NORTHEAST QUARTER OF SECTION 29; THENCE EASTERLY ON AN ASSUMED BEARING OF N87°15'46"E ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 29, A DISTANCE OF 32.87 FEET TO A POINT; THENCE S02°44'14"E, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CORNHUSKER ROAD SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF 114TH STREET SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE N87°15'46"E ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 114TH STREET SAID LINE BEING PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 29, A DISTANCE OF 2588.56 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 108TH STREET; THENCE S02°51'40"E ALONG SAID WEST RIGHT-OF-WAY LINE OF 108TH STREET SAID LINE BEING PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 29, A DISTANCE OF 17.00 FEET TO A POINT; THENCE S87°15'46"W PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE OF CORNHUSKER ROAD SAID LINE ALSO BEING PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 29, A DISTANCE OF 1021.46 FEET TO A POINT; THENCE S42°15'46"W, A DISTANCE OF 28.28 FEET TO A POINT; THENCE S87°15'46"W PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE OF CORNHUSKER ROAD SAID LINE ALSO BEING PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 29, A DISTANCE OF 40.00 FEET TO A POINT; THENCE N47°44'14"W, A DISTANCE OF 28.28 FEET TO A POINT; THENCE S87°15'46"W, PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE OF CORNHUSKER ROAD SAID LINE ALSO BEING PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 29, A DISTANCE OF 1420.00 FEET TO A POINT; THENCE S36°04'08"W, A DISTANCE OF 64.47 FEET TO A POINT; THENCE S02°30'22"E PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE OF 114TH STREET SAID LINE ALSO BEING PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 29, A DISTANCE OF 2549.02 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 29, THENCE S87°15'10"W, ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 29, A DISTANCE OF 27.00 FEET TO A POINT ON SAID EAST RIGHT OF LINE OF 114TH STREET; THENCE N02°30'22"W ALONG SAID EAST RIGHT-OF-WAY LINE OF 114TH STREET SAID LINE BEING PARALLEL WITH SAID WEST LINE OF THE NORTHEAST QUARTER OF SECTION 29, A DISTANCE OF 2616.26 FEET TO THE POINT OF BEGINNING, SAID RIGHT-OF-WAY ACQUISITION CONTAINS A CALCULATED AREA OF 116,396.36 SQUARE FEET OR 2.672 ACRES MORE OR LESS.

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

PROJECT NO: 012-0616	RIGHT-OF-WAY ACQUISITION	MOLSSON ASSOCIATES	2111 South 67th Street Suite 200 Omaha, NE 68106 TEL 402.341.1116 FAX 402.341.5995	EXHIBIT
DRAWN BY: MDB				E1
DATE: 7/12/2012				