

MISC 2004120136

SEP 09 2004 09:00 P 4

Received - RICHARD TAKECHI  
Register of Deeds, Douglas County, NE  
9/9/2004 09:00:37.96  
2004120136

Fee 20.50 FB 01-00000  
BKP 18-15-11 C/O COMP  
DEL SCAN FY

AFTER RECORDING RETURN TO:

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

#### TRACT NO. 4

##### PERMANENT EASEMENT 2

A TRACT OF LAND BEING PART 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 NORTH QUARTER CORNER OF SAID SECTION 18;

THENCE ALONG THE NORTH LINE OF SAID SECTION 18, SOUTH 87 DEGREES 11 MINUTES 49 SECONDS WEST (ASSUMED BEARING), A DISTANCE OF 201.98 FEET;

THENCE SOUTH 02 DEGREES 48 MINUTES 11 SECONDS EAST, A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 12 DEGREES 35 MINUTES 10 SECONDS WEST, A DISTANCE OF 27.26 FEET;

THENCE NORTH 77 DEGREES 24 MINUTES 50 SECONDS WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 12 DEGREES 35 MINUTES 10 SECONDS EAST, A DISTANCE OF 19.00 FEET;

THENCE NORTH 87 DEGREES 11 MINUTES 49 SECONDS EAST, A DISTANCE OF 31.12 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS AN AREA OF 0.02 ACRES, 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.: 4

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between , Kevin McArdle

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: _____	_____
_____	_____
_____	_____
<b>TOTAL</b>	<b>\$ 1,710.00</b>

The OWNER voluntarily waives a cash payment for said dedication/easement and BUYER shall reduce "dollar for dollar" the value of the dedication/easement against the OWNER's property assessment for project benefits at the completion of the project.

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.

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 Klein*  
Mayor – City of Elkhorn, Nebraska

Date

6-15-04

OWNER  
Kevin McArdle

*Kevin McArdle*

5-27-04

Dated this 15 day of June, 2004

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

*Phillip 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*

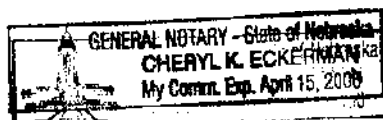
STATE OF

Nebraska

ss.

*Douglas*

County



Dated this 27 day of May, 2004

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

*Kevin McArdle*

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

*Crystal Rena Seagler*

STATE OF

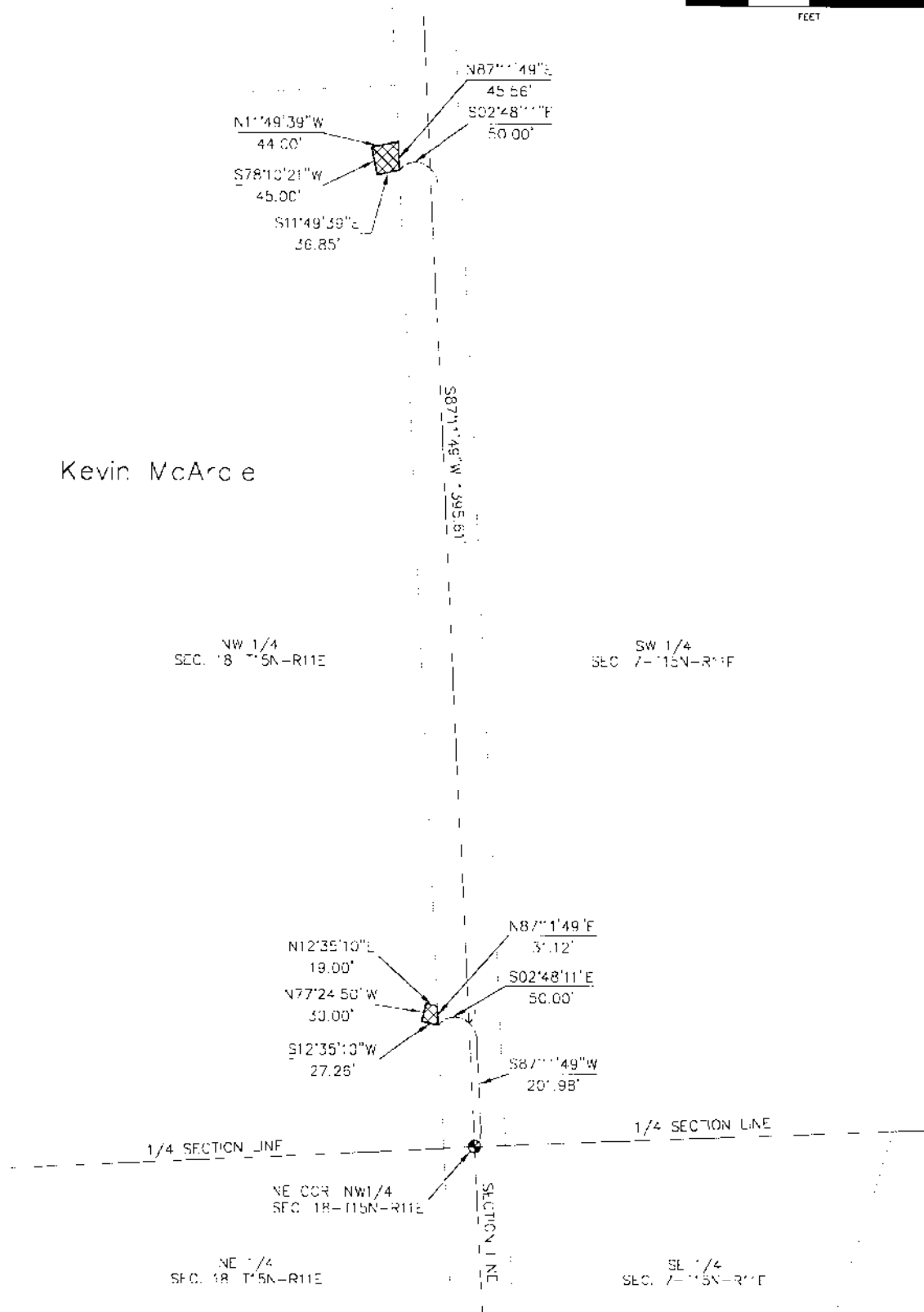
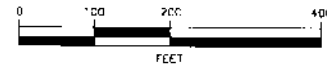
Texas

ss.

*HARRIS*

County





PERMANENT EASEMENT  
(LXIIIB T A)



PERMANENT EASEMENT

0.06 ACRE

PROJECT NO. STPB 3810(1)

TRACT NO. 4