

No.	Gen.	Num.	Paged	
#9	✓	✓	✓	
dk	Register of Deeds			

From, Chg. and Return to:
City of Crete
P. O. Box 86
Crete, NE 68333
Fee: \$ 21.00 Chg.

STATE OF NEBRASKA

LOCAL POLITICAL SUBDIVISION
ACQUISITION CONTRACT

2011-01958
Project No.: STPAA - 6904 (1) - Tr. 52A

STATE OF NEBRASKA } ss
SALINE COUNTY

Entered in numerical index and filed on
record, the 18 day of November
20 11 at 9:00 o'clock A.M. and recorded
in Book 385 of Records Page 446-449

Gina Kastaneh
County Clerk

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

Project No.: STPAA - 6904 (1)
Control No.: 12839
Tract No.: 52A

THIS CONTRACT, made and entered into this 14th day of November, 2011 by and
between,
DALE L. KORBELIK & PATRICIA S. KORBELIK, H&W
Address: 1315 IRIS AVENUE
hereinafter called the OWNER, and the City of Crete, 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
exhibit 1. (The description may be stated in either "metes and bounds" or "station and offsets")

Tract No 52A

DALE L. KORBELIK & PATRICIA S. KORBELIK, H&W
LOT 8 AND S. 44' LOT 7, EDWARD S. RYCHECKY'S FIRST ADD
TEMPORARY EASEMENT FOR DRIVE EXTENSION

A tract of land located in Lot 8 and the south 44 feet of Lot 7, Edward S. Rychecky's First Addition to the
City of Crete, Saline County, Nebraska, described as follows:

Beginning at a point on the south line 5.00 feet west of the southeast corner of said Lot 7; thence westerly, on
the south line of said Lot 7, a distance of 14.00 feet; thence northerly, to a point on the north line 19.00 feet
west of the northeast corner of said south 44.00 feet of Lot 7; thence easterly, on the north line of said south
44.00 feet of Lot 7, a distance of 9.00 feet; thence southeasterly, to the point of beginning, containing 506.00
square feet, more or less.

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>0.01</u> acres at \$ <u>0</u> per acre	\$ <u>0</u>
Approximately <u>-</u> acres at \$ <u>-</u> per acre	\$ <u>-</u>
Approximately <u>-</u> acres at \$ <u>-</u> per acre	\$ <u>-</u>
Moving and replacing approximately <u>-</u> rods of fence at \$ <u>-</u> per rod	\$ <u>-</u>
Moving and replacing approximately <u>-</u> rods of fence at \$ <u>-</u> per rod	\$ <u>-</u>
Other Damages:	\$ <u>-</u>
	\$ <u>-</u>
	\$ <u>-</u>
Total	\$ <u>-</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 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 of 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.

BUYER

OWNER

City of Crete

DALE L. KORBELIK & PATRICIA S. KORBELIK

BY

Tom Ourada
Tom Ourada

X

X

Dale L. Korbelik
Patricia S. Korbelik

DATE

11-16-11

DATE

11.16.11

Patricia Korbelik

Dated this 16 day of Nov., 2011

Dated this 16 day of Nov., 2011

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

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

Tom Ourada

Dale + Patricia Korbelik

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.

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

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

Notary *Diann M. Nettifee*
STATE OF *Nebraska*

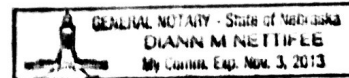
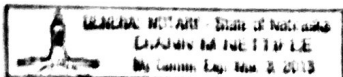
Notary *Diann M. Nettifee*
STATE OF *Nebraska*

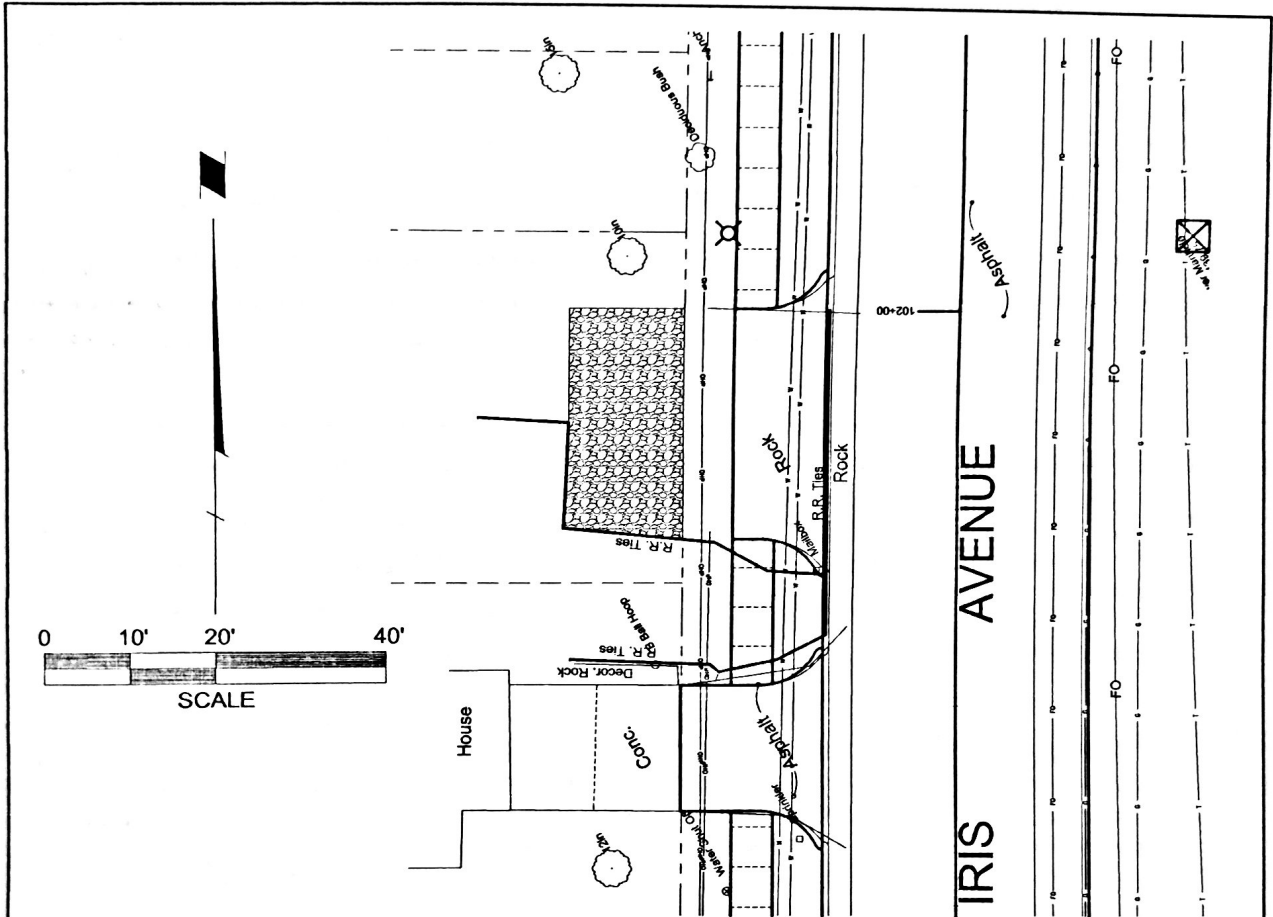
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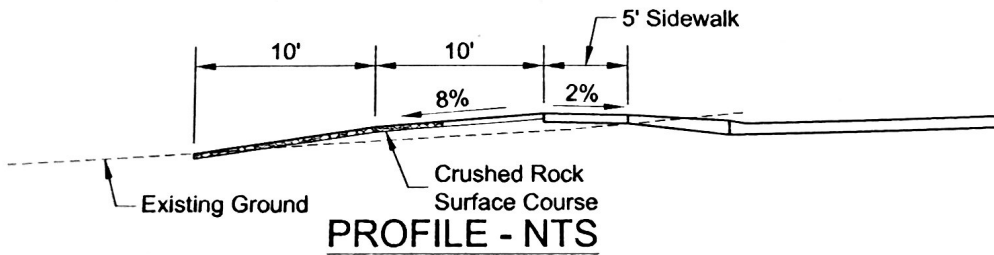
Saline County

Saline County





PLAN



PROFILE - NTS

BUILD CRUSHED ROCK SURFACE COURSE		
STATION TO STATION	SIDE	TON
101+71 TO 102+00	33' LT TO 47' LT	5

P:\226283\FIELD REVISION 004.dwg, 11/07/2011 4:23:18 PM, 1:20



STPAA-6904(1) EAST 13TH STREET, CRETE, NE

CN: 12839

G&A PROJ. NO.:	226.285	DRAWING REFERENCED:	-	ATTACHMENT
DATE:	NOVEMBER 07, 2011	FIELD REVISION		1 OF 1