

FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER



2020-14187

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Deb Houghtaling

COUNTY CLERK/REGISTER OF DEEDS

Recording fees paid:

\$0.00

Pages: 5

By: lam



CONT



**THIS PAGE ADDED
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INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

Deb Houghtaling

SARPY COUNTY CLERK/ REGISTER OF DEEDS

RENEE LANSMAN, DEPUTY

1210 GOLDEN GATE DRIVE

PAPILLION, NE 68046-2842

402-593-5773

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION
PARTIAL ACQUISITION CONTRACT – LIMITED LIABILITY COMPANY**

- Copies to:
1. Owner
2. Buyer
3.

Project No.: C-77(19-05)
MROW No.: 000592
Tract No.: 6

THIS CONTRACT, made and entered into this 18 day of MAY, 2020, by and between, LASCHANSKY INVESTMENTS, L.L.C, a Nebraska Limited Liability Company, Address: 17467 Rivera Drive, Omaha, Nebraska 68136 hereinafter called the OWNER, and SARPY COUNTY, 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>0.863</u> ac. at	\$ <u>24,000.00</u> per ac.	\$ <u>20,720.00</u> ®
Approximately _____ ac. at	\$ _____ per ac.	\$ _____
Approximately _____ ac. at	\$ _____ per ac.	\$ _____
Moving and replacing approximately _____ rods of fence at	\$ _____ per rod	\$ _____
Other Damages: _____		\$ _____
		\$ _____
TOTAL		\$ 20,720.00

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: LASCHANSKY INVESTMENTS, L.L.C., a Nebraska Limited Liability Company

By SANDEE LEA
Managing Partner

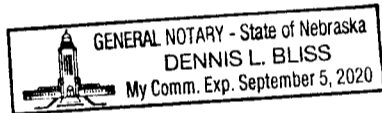
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY OF SARPY) ss.

Dated this 18 day of MAY, 2020, before me, a General Notary Public duly commissioned and qualified, came SANDEE LEA

Managing Partner of Laschansky Investments, L.L.C, 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.
(SEAL)



[Signature]
NOTARY PUBLIC

BUYER: SARPY COUNTY, NEBRASKA

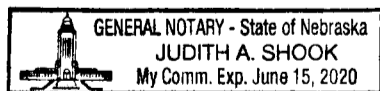
BY: [Signature]

STATE OF NEBRASKA)
COUNTY OF SARPY) ss.

Dated this 20th day of MAY, 2020, before me, a General Notary Public, duly commissioned and qualified, personally came Michael R. Shoop, County Surveyor

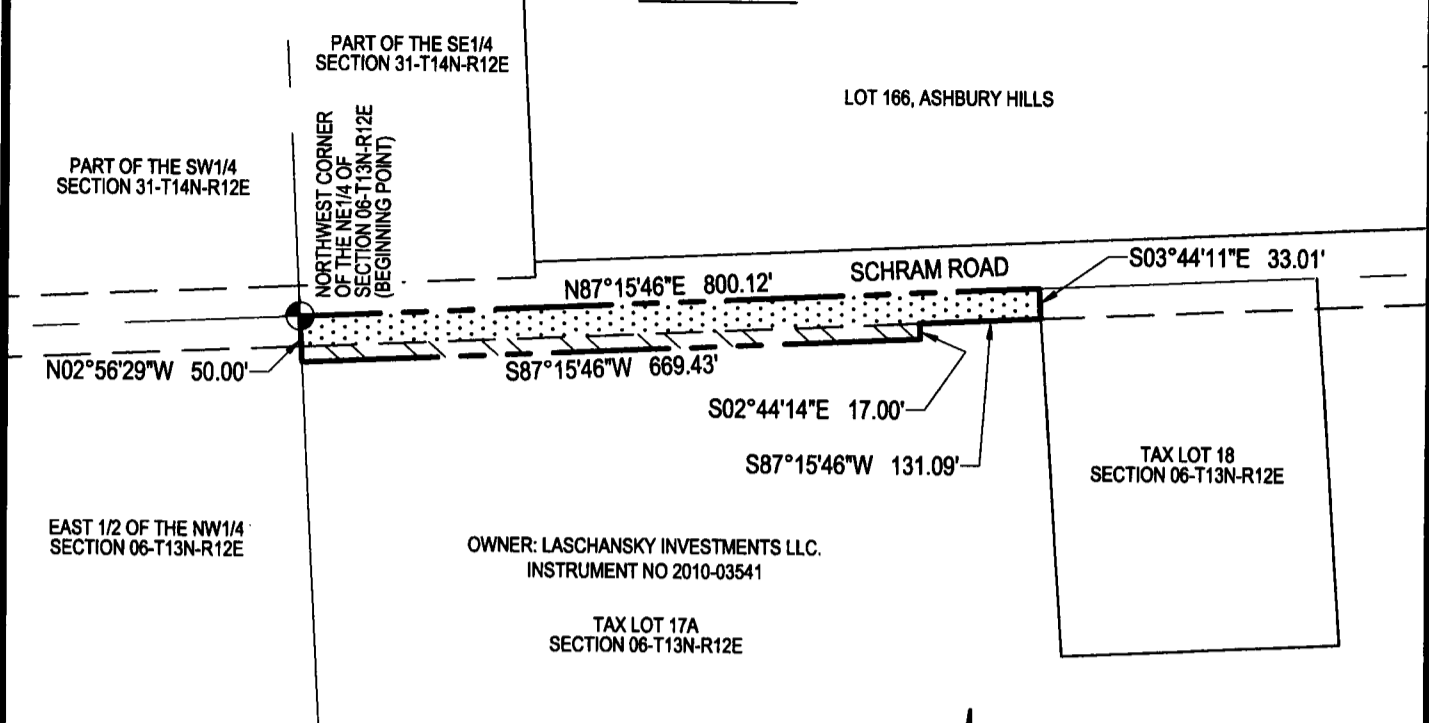
to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

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



[Signature]
NOTARY PUBLIC

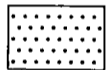
EXHIBIT "A"
TRACT 6A



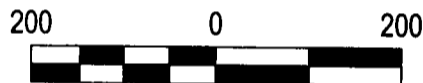
HATCH LEGEND



RIGHT-OF-WAY ACQUISITION



EXISTING RIGHT-OF-WAY



1 inch = 200 ft.

LEGAL DESCRIPTION-TRACT 6A - ACQUISITION

A TRACT OF LAND BEING PART OF TAX LOT 17A, LOCATED IN THE NE1/4 OF THE SECTION 06, TOWNSHIP 13 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

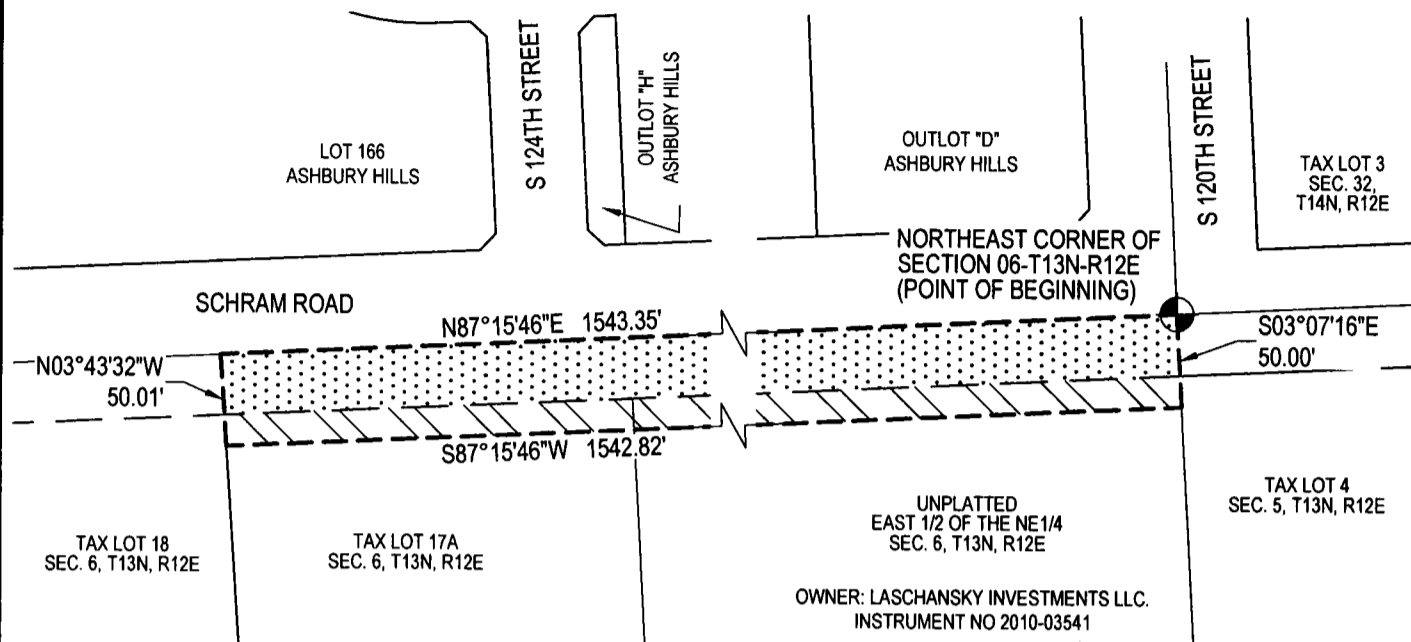
BEGINNING AT THE NORTHWEST CORNER OF SAID NE1/4 OF SECTION 06; THENCE N87°15'46"E (ASSUMED BEARING) ALONG THE NORTHERLY LINE OF SAID NE1/4 OF SECTION 06, A DISTANCE OF 800.12 FEET; THENCE S03°44'11"E, A DISTANCE OF 33.01 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SCHRAM ROAD; THENCE S87°15'46"W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 131.09 FEET; THENCE S02°44'14"E, A DISTANCE OF 17.00 FEET; THENCE S87°15'46"W ALONG A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTHERLY LINE OF THE NE1/4 OF SECTION 06, A DISTANCE OF 669.43 FEET TO A POINT ON THE WESTERLY LINE OF SAID NE1/4 OF SECTION 06, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID TAX LOT 17A; THENCE N02°56'29"W ALONG SAID WESTERLY LINE OF SAID NE1/4 OF SECTION 06, SAID LINE ALSO BEING SAID WESTERLY LINE OF SAID TAX LOT 17A, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID TOTAL TRACT OF LAND CONTAINS 37,792 SQUARE FEET OR 0.867 ACRES, MORE OR LESS.

SAID TRACT OF LAND CONTAINS 26,411 SQUARE FEET OR 0.606 ACRES, MORE OR LESS OF 33.00 FEET SCHRAM ROAD RIGHT-OF-WAY. WHICH WAS PREVIOUSLY OCCUPIED AS PUBLIC RIGHT-OF-WAY AND 11,381 SQUARE FEET OR 0.261 ACRES, MORE OR LESS, BEING THE NEW RIGHT-OF-WAY HEREBY ACQUIRED.

 E & A CONSULTING GROUP, INC. <small>Engineering • Planning • Environmental & Field Services</small> <small>10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599</small>	E & A CONSULTING GROUP, INC. <small>Engineering • Planning • Environmental & Field Services</small> <small>10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599</small>		RIGHT-OF-WAY ACQUISITION SCHRAM ROAD C77 (19-05) TRACT 6A (LASCHANSKY INVESTMENTS LLC.) <small>SARPY COUNTY, NEBRASKA</small>
	Drawn by: RLS Chkd by: _____ Date: 12-10-2019 Job No.: 2017.258.001		

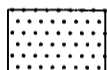
EXHIBIT "A"
TRACT 6B



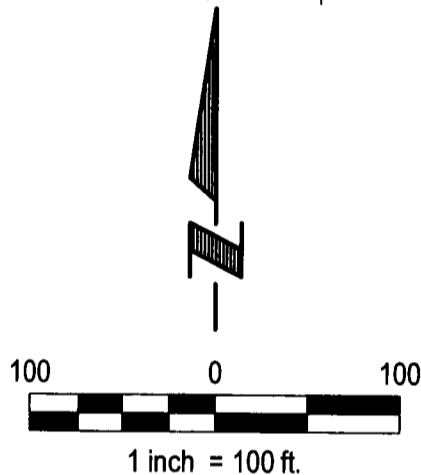
HATCH LEGEND



RIGHT-OF-WAY ACQUISITION



EXISTING RIGHT-OF-WAY



LEGAL DESCRIPTION-TRACT 6B - ACQUISITION

A TRACT OF LAND LOCATED IN THE NE1/4 OF SECTION 6, TOWNSHIP 13 NORTH, RANGE 12 EAST, AND ALSO LOCATED IN PART OF TAX LOT 17A, LOCATED IN SAID NE1/4 OF THE SECTION 6, TOWNSHIP 13 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NE1/4 OF SECTION 6; THENCE S03°07'16"E (ASSUMED BEARING) ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 50.00 FEET; THENCE S87°15'46"W ALONG A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NE1/4 OF SECTION 6, A DISTANCE OF 1,542.82 FEET TO A POINT ON THE NORTH LINE OF SAID TAX LOT 17A; THENCE N03°43'32"W ALONG SAID NORTH LINE OF TAX LOT 17A, A DISTANCE OF 50.01 FEET TO A POINT ON SAID NORTH LINE OF THE NE1/4 OF SECTION 6; THENCE N87°15'46"E ALONG THE NORTH LINE OF SAID NE1/4 OF SECTION 6, A DISTANCE OF 1543.35 FEET TO THE POINT OF BEGINNING.

SAID TOTAL TRACT OF LAND CONTAINS 77,154 SQUARE FEET OR 1.771 ACRES, MORE OR LESS.

SAID TRACT OF LAND CONTAINS 50,925 SQUARE FEET OR 1.169 ACRES, MORE OR LESS OF 33.00 FEET SCHRAM ROAD RIGHT-OF-WAY. WHICH WAS PREVIOUSLY OCCUPIED AS PUBLIC RIGHT-OF-WAY AND 26,229 SQUARE FEET OR 0.602 ACRES, MORE OR LESS, BEING THE NEW RIGHT-OF-WAY HEREBY ACQUIRED.



E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599

Drawn by: CJV Chkd by:

Date: 12-10-2019

Job No.: 2017.258.001

RIGHT-OF-WAY ACQUISITION

SCHRAM ROAD C77 (19-05)

TRACT 6B

(LASCHANSKY INVESTMENTS LLC.)

SARPY COUNTY, NEBRASKA