

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 15, 2009 AGENDA**

Subject:	Type:	Submitted By:
PURCHASE AGREEMENT AND TEMPORARY EASEMENT – CORONA	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the execution of a Temporary Easement Agreement with Deanna Corona, 7425 South 69th Street, La Vista, Nebraska 68128, for the construction of the La Vista Link – Keystone Trail Project in an amount not to exceed \$25.00.

FISCAL IMPACT

The FY 2008/09 Capital Fund provides funding for the proposed property acquisition.

RECOMMENDATION

Approval

BACKGROUND

The City was notified on December 13, 2006 that the La Vista Link – Keystone Trail Project was approved by the Transportation Enhancement Selection Committee and the Nebraska Department of Roads for federal funding. On July 8, 2009 the City received formal Notice to Proceed with right-of-way acquisition and final design. This agreement is one of three partials of property that is required to move forward with the project.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE A TEMPORARY EASEMENT AGREEMENT RELATING TO THE LA VISTA LINK – KEYSTONE TRAIL PROJECT AND AUTHORIZING PAYMENT FOR SAID EASEMENT TO DEANNA CORONA IN AN AMOUNT NOT TO EXCEED \$25.00.

WHEREAS, a temporary construction easement for construction of the La Vista Link – Keystone Trail Project on a tract of land owned by Bernard A. Mulder, Jr and leased by Deanna Corona; and

WHEREAS, the FY08/09 Capital Fund Budget provides for the expenses related to the Construction of the La Vista Link – Keystone Trail Project; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the Mayor to execute a temporary easement relating to the construction of the La Vista Link – Keystone Trail Project and authorize payment for said purchase and easement to Deanna Corona in an amount not to exceed \$25.00.

PASSED AND APPROVED THIS 15TH OF SEPTEMBER 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

MIDWEST

Right of Way Services, Inc.

August 11, 2009

Mr. John Kottmann
Thompson Dreessen and Dorner, Inc.
10836 Old Mill Road
Omaha, Nebraska 68154

RE: City of La Vista
Keystone Trail – La Vista
Project # ENH-77(50)
Tract # 1 - Mulder

Dear Mr. Kottmann:

Enclosed is the signed Leasehold Interest contract of Tract # 1 – Mulder for the above reference project. Please have the property authority with the City of La Vista execute the Temporary Easement. Total payment amount of **\$25.00** and copies of the documents need to be sent to:

Deanna Corona
7425 South 69th Street
La Vista, Nebraska 68128

Please forward a copy of the verification of payment to Midwest Right of Way Services for our records.

If you have any questions, please contact me at (402) 955-2900.

Sincerely,

MIDWEST RIGHT OF WAY SERVICES, INC.

Chris Pawloski
Project Manager

Enclosures:

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION
ACQUISITION CONTRACT - LEASEHOLD INTEREST**

Copies to:

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

Project No.: ENH-77(50)

Control No.: CN 22251

Tract No.: 1

THIS CONTRACT, made and entered into this 5th day of August, 2009,
by and between, Deanna Corona
Address: 7425 South 69th Street La Vista, Nebraska 68046
hereinafter called the LESSEE, and the City of La Vista, Nebraska, hereinafter called the BUYER.

LEASEHOLD INTEREST

WITNESSETH: In consideration of the payment or payments as specified below, the LESSEE hereby relinquishes to the BUYER, all leasehold interest to certain lands and any improvements thereon owned by Bernard A. Mulder Jr.

The property to which the LESSEE hereby **permanently** relinquishes interest is described in:

SEE ATTACHED EXHIBIT "A"

The property to which the LESSEE hereby **temporarily** relinquishes interest is described in:

SEE ATTACHED EXHIBIT "B"

It is hereby agreed that possession of the above described premises is the essence of this contract and the BUYER may take immediate possession of the premises upon signing of this contract.

It is further agreed that relinquishment of LESSEE interest to areas conveyed temporarily shall be during the period of construction and shall cease upon acceptance of the project by the BUYER.

Relinquishment of leasehold interest to approximately	<u>165</u>	Square feet of fee acquisition.	
Relinquishment of leasehold interest to approximately	<u>1,553</u>	Square feet of temporary	\$
Other Damages:			\$
			\$ 25.00
TOTAL			\$ 25.00

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 LESSEE'S share of 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 LESSEE agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

This contract shall be binding on both parties from its inception, but, should none of the above real estate be required, this contract shall terminate.

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 La Vista

LESSEE

Deanna M. Corona

Deanna Corona

By

Date

Dated this _____ day of _____, 2009

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

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.

Notary

STATE OF Nebraska)
)ss.

COUNTY OF _____)
(SEAL)

Dated this 5th day of August, 2009

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

Deanna Corona

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

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

Notary

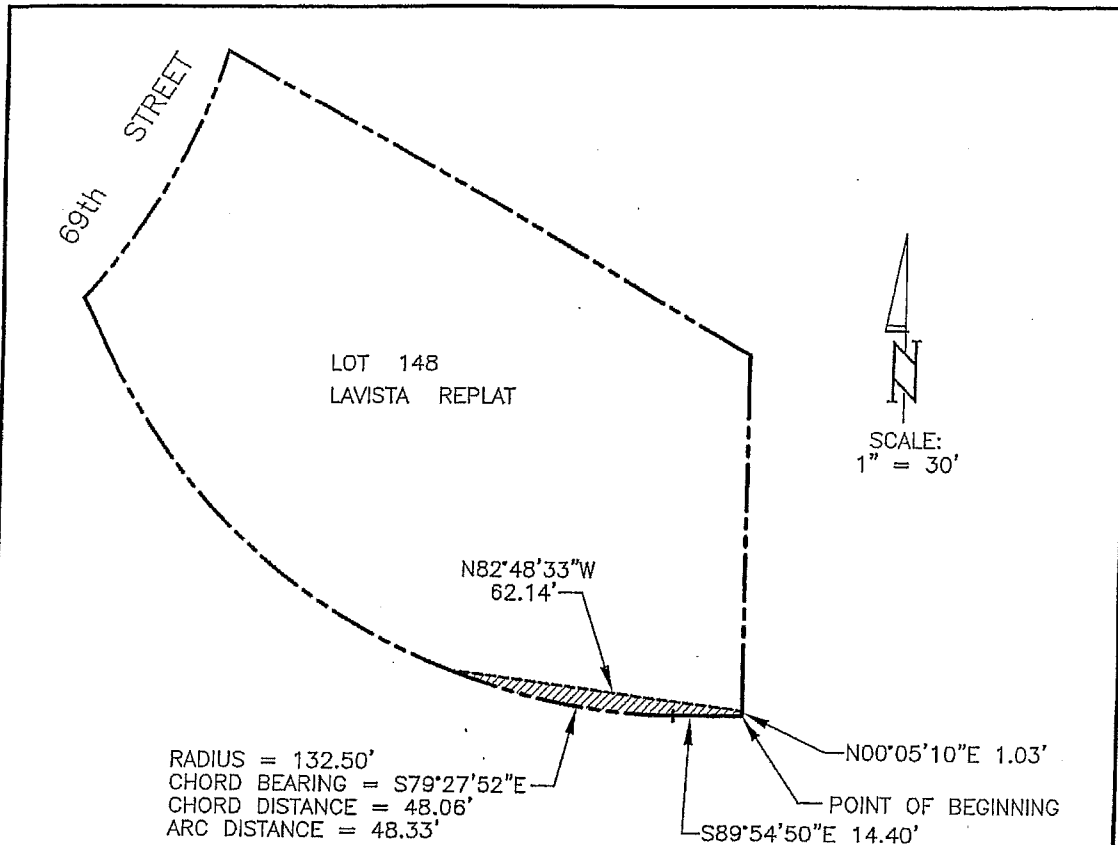
STATE OF Nebraska)
)ss.

COUNTY OF Douglas)
(SEAL)



GENERAL NOTARY - State of Nebraska
BRENT E. LUNDGREN
My Comm. Exp. June 19, 2011

EXHIBIT "A"



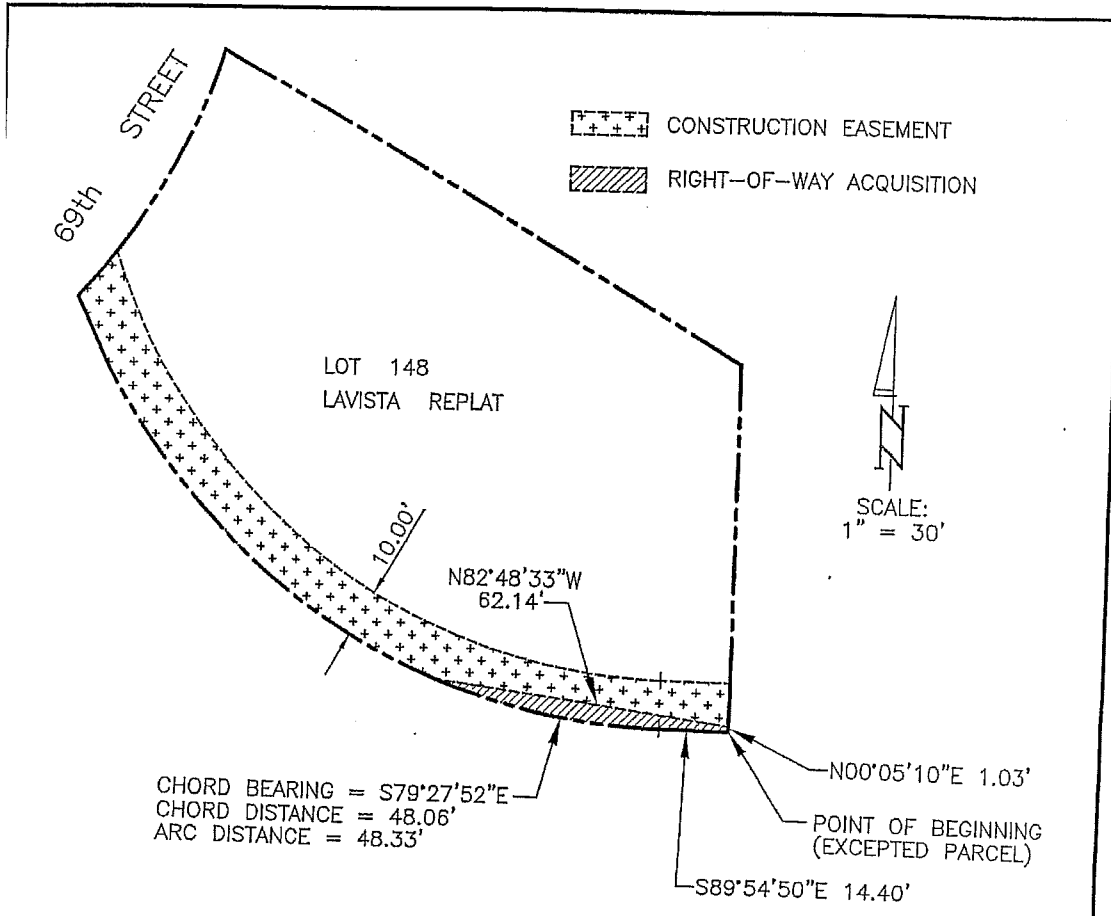
LEGAL DESCRIPTION

THAT PART OF LOT 148, LAVISTA REPLAT, A SUBDIVISION IN SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 148; THENCE N00°05'10"E (ASSUMED BEARING) 1.03 FEET ON THE EAST LINE OF SAID LOT 148; THENCE N82°48'33"W 62.14 FEET TO THE SOUTH LINE OF SAID LOT 148; THENCE SOUTHEASTERLY ON THE SOUTH LINE OF SAID LOT 148 ON A NON-TANGENT 132.50 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S79°27'52"E, CHORD DISTANCE FEET 48.06, AN ARC DISTANCE OF 48.33 FEET; THENCE S89°54'50"E 14.40 FEET ON THE SOUTH LINE OF SAID LOT 148 TO THE POINT OF BEGINNING.

CONTAINING 165 SQUARE FEET MORE OR LESS.

171359EX4.dwg

EXHIBIT "B"



LEGAL DESCRIPTION

THE SOUTHWESTERLY 10.00 FEET IN WIDTH OF LOT 148, LAVISTA REPLAT, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 148; THENCE N00°05'10"E (ASSUMED BEARING) 1.03 FEET ON THE EAST LINE OF SAID LOT 148; THENCE N82°48'33"W 62.14 FEET TO THE SOUTH LINE OF SAID LOT 148; THENCE SOUTHEASTERLY ON THE SOUTH LINE OF SAID LOT 148 ON A NON-TANGENT 132.50 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S79°27'52"E, CHORD DISTANCE FEET 48.06, AN ARC DISTANCE OF 48.33 FEET; THENCE S89°54'50"E 14.40 FEET ON THE SOUTH LINE OF SAID LOT 148 TO THE POINT OF BEGINNING.

CONTAINING 1,553 SQUARE FEET MORE OR LESS.

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION
ACQUISITION CONTRACT - LEASEHOLD INTEREST**

Copies to:

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

Project No.: ENH-77(50)
Control No.: CN 22251
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BUYER

City of La Vista

LESSEE

Deanna Corona

By _____

Date _____

Dated this _____ day of _____, 2009

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

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.

Notary _____

STATE OF Nebraska)
)ss.

COUNTY OF _____)
(SEAL)

Dated this 5th day of August, 2009

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

Deanna Corona

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

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

Notary Brent E. Lundgren

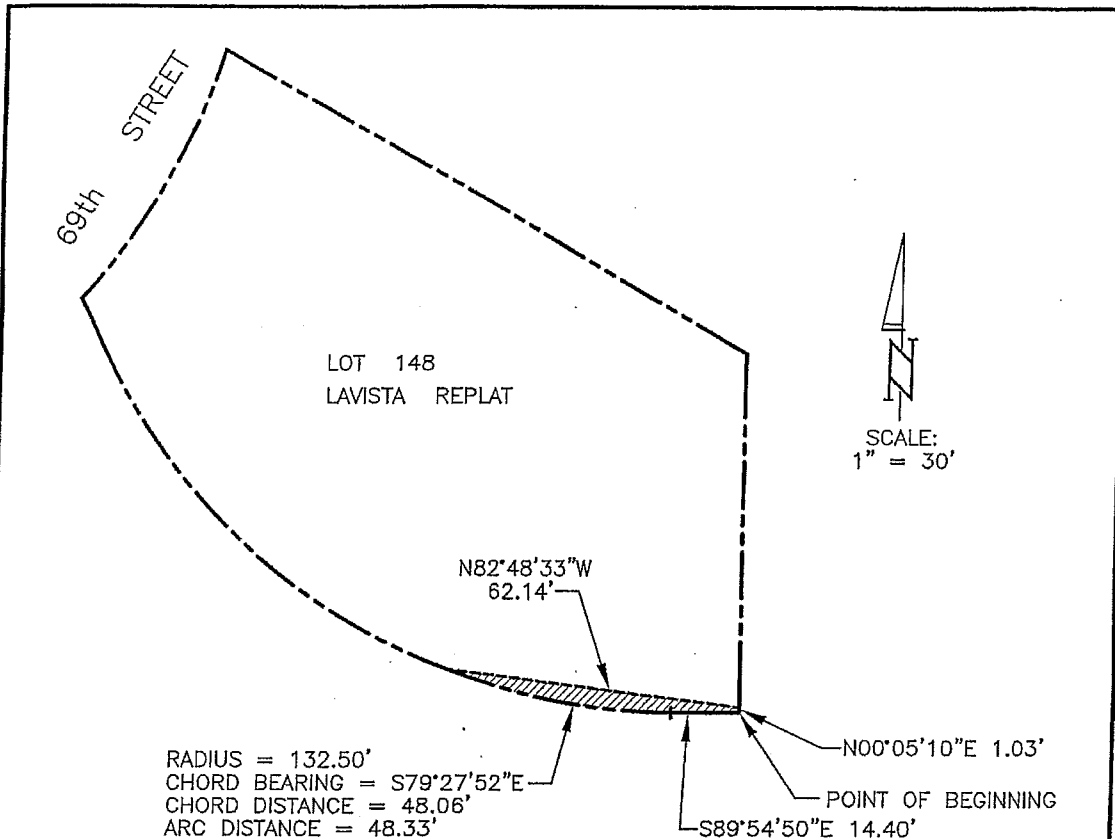
STATE OF Nebraska)
)ss.

COUNTY OF Douglas)
(SEAL)



GENERAL NOTARY - State of Nebraska
BRENT E. LUNDGREN
My Comm. Exp. June 19, 2011

EXHIBIT "A"



LEGAL DESCRIPTION

THAT PART OF LOT 148, LAVISTA REPLAT, A SUBDIVISION IN SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 148; THENCE N00°05'10"E (ASSUMED BEARING) 1.03 FEET ON THE EAST LINE OF SAID LOT 148; THENCE N82°48'33"W 62.14 FEET TO THE SOUTH LINE OF SAID LOT 148; THENCE SOUTHEASTERLY ON THE SOUTH LINE OF SAID LOT 148 ON A NON-TANGENT 132.50 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S79°27'52"E, CHORD DISTANCE FEET 48.06, AN ARC DISTANCE OF 48.33 FEET; THENCE S89°54'50"E 14.40 FEET ON THE SOUTH LINE OF SAID LOT 148 TO THE POINT OF BEGINNING.

CONTAINING 165 SQUARE FEET MORE OR LESS.

171359EX4.dwg



THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154
P: 402.330.8860 F: 402.330.5866 WWW.TD2CO.COM

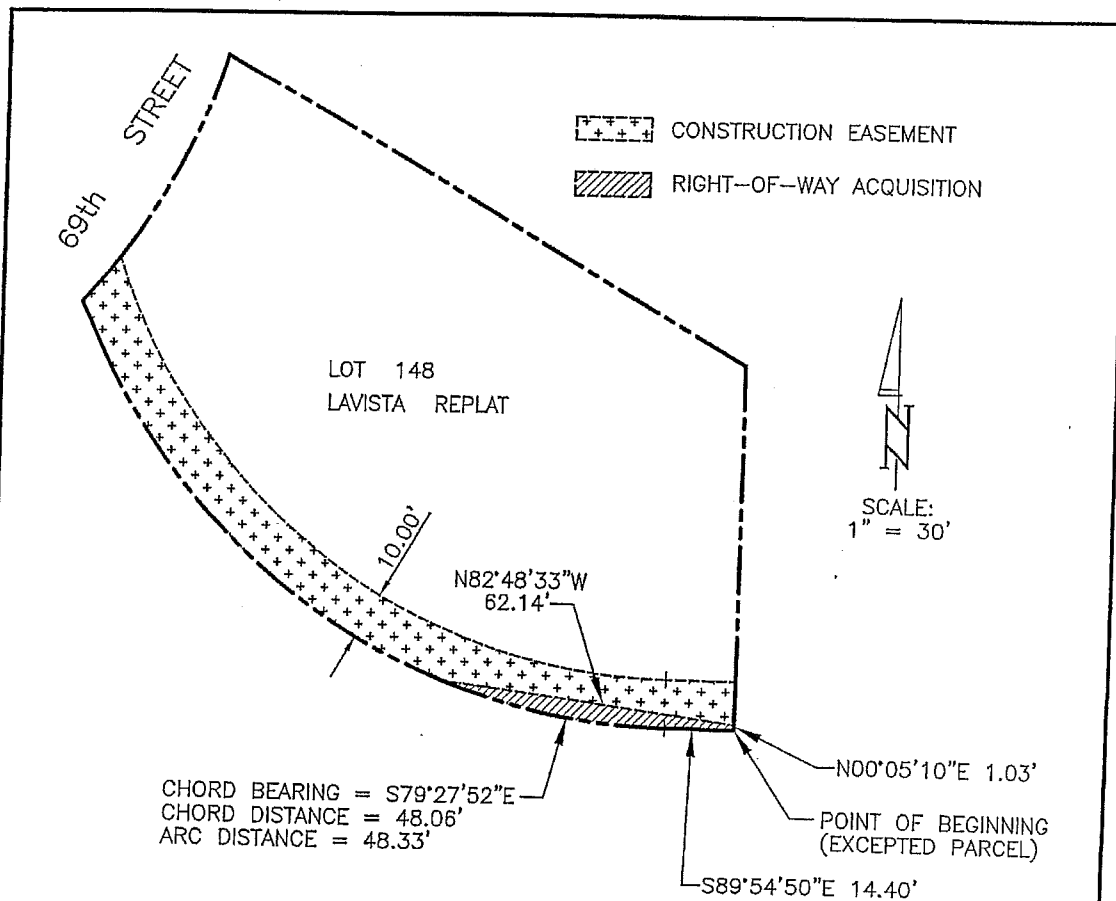
EXHIBIT _____

CITY OF LAVISTA

TD2 NO. 171-359

DATE	9/4/08
DRAWN BY	RJR
CHECKED BY	DHN
REVISION	

EXHIBIT "B"



LEGAL DESCRIPTION

THE SOUTHWESTERLY 10.00 FEET IN WIDTH OF LOT 148, LAVISTA REPLAT, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 148; THENCE N00°05'10"E (ASSUMED BEARING) 1.03 FEET ON THE EAST LINE OF SAID LOT 148; THENCE N82°48'33"W 62.14 FEET TO THE SOUTH LINE OF SAID LOT 148; THENCE SOUTHEASTERLY ON THE SOUTH LINE OF SAID LOT 148 ON A NON-TANGENT 132.50 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S79°27'52"E, CHORD DISTANCE FEET 48.06, AN ARC DISTANCE OF 48.33 FEET; THENCE S89°54'50"E 14.40 FEET ON THE SOUTH LINE OF SAID LOT 148 TO THE POINT OF BEGINNING.

CONTAINING 1,553 SQUARE FEET MORE OR LESS.

171359EX5.dwg

TD² THOMPSON, DRESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154
P: 402.330.8860 F: 402.330.6866 WWW.TD2CO.COM

EXHIBIT

CITY OF LAVISTA

TD2 NO. 171-359

DATE	9/4/08
DRAWN BY	RJR
CHECKED BY	DHN
REVISION	12/01/08