

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 6, 2009 AGENDA**

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

SYNOPSIS

A public hearing has been scheduled and a resolution has been prepared authorizing the execution of a Purchase Agreement and Temporary Easement Agreement with Victor Stepanek and Linda S. Podany-Stepanek, 5551 Maas Road, Papillion, Nebraska 68133, for the construction of the La Vista Link – Keystone Trail Project in an amount not to exceed \$27,100.00.

FISCAL IMPACT

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

RECOMMENDATION

Approval

BACKGROUND

This agenda item was tabled at the September 15, 2009 City Council meeting as it was determined that a public hearing must be held. 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 PURCHASE AGREEMENT AND TEMPORARY EASEMENT AGREEMENT RELATING TO THE LA VISTA LINK – KEYSTONE TRAIL PROJECT AND AUTHORIZING PAYMENT FOR SAID EASEMENT TO VICTOR STEPANEK AND LINDA S. PODANY-STEPANEK IN AN AMOUNT NOT TO EXCEED \$27,100.00.

WHEREAS, right-of-way acquisition is necessary for construction of the La Vista Link – Keystone Trail Project on a tract of land owned by Victor Stepanek and Linda S. Podany-Stepanek; and

WHEREAS, a temporary construction easement for construction of the La Vista Link – Keystone Trail Project on a tract of land owned by Victor Stepanek and Linda S. Podany-Stepanek; 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

WHEREAS, Paragraph 9 of Section 1-316 of the La Vista Municipal Code requires that the City Administrator secure Council approval prior to authorizing any purchase over \$5000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the Mayor to execute a purchase agreement and temporary easement relating to the construction of the La Vista Link – Keystone Trail Project and authorize payment for said purchase and easement to Victor Stepanek and Linda S. Podany-Stepanek in an amount not to exceed \$27,100.00.

PASSED AND APPROVED THIS 6TH OF OCTOBER 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION
PARTIAL ACQUISITION CONTRACT - INDIVIDUAL**

Copies to:

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

Project No.: ENH-77(50)
Control No.: CN 22251
Tract No.: 4

THIS CONTRACT, made and entered into this 30th day of July, 2009,
by and between, VICTOR STEPANEK
Address: 5551 Maas Road, Papillion, Nebraska 68133
hereinafter called the OWNER, and CITY OF LA VISTA, 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.

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 any.

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 instrument.

REMARKS

Buyer signs below subject to delivery of warranty deed at closing executed by Owner and Owner's wife. 1) MM

1910109

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

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

By —

Date _____

Dated this _____ day of _____, 20____

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.

OWNER
Victor Stepanek
VICTOR STEPANEK

VICTOR STEPANEK

Dated this 30 day of July, 2009

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

VICTOR STEPANEK

Do me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as owner(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 Michael D. Seal

STATE OF *Michigan*

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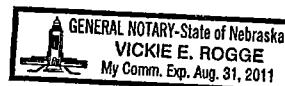
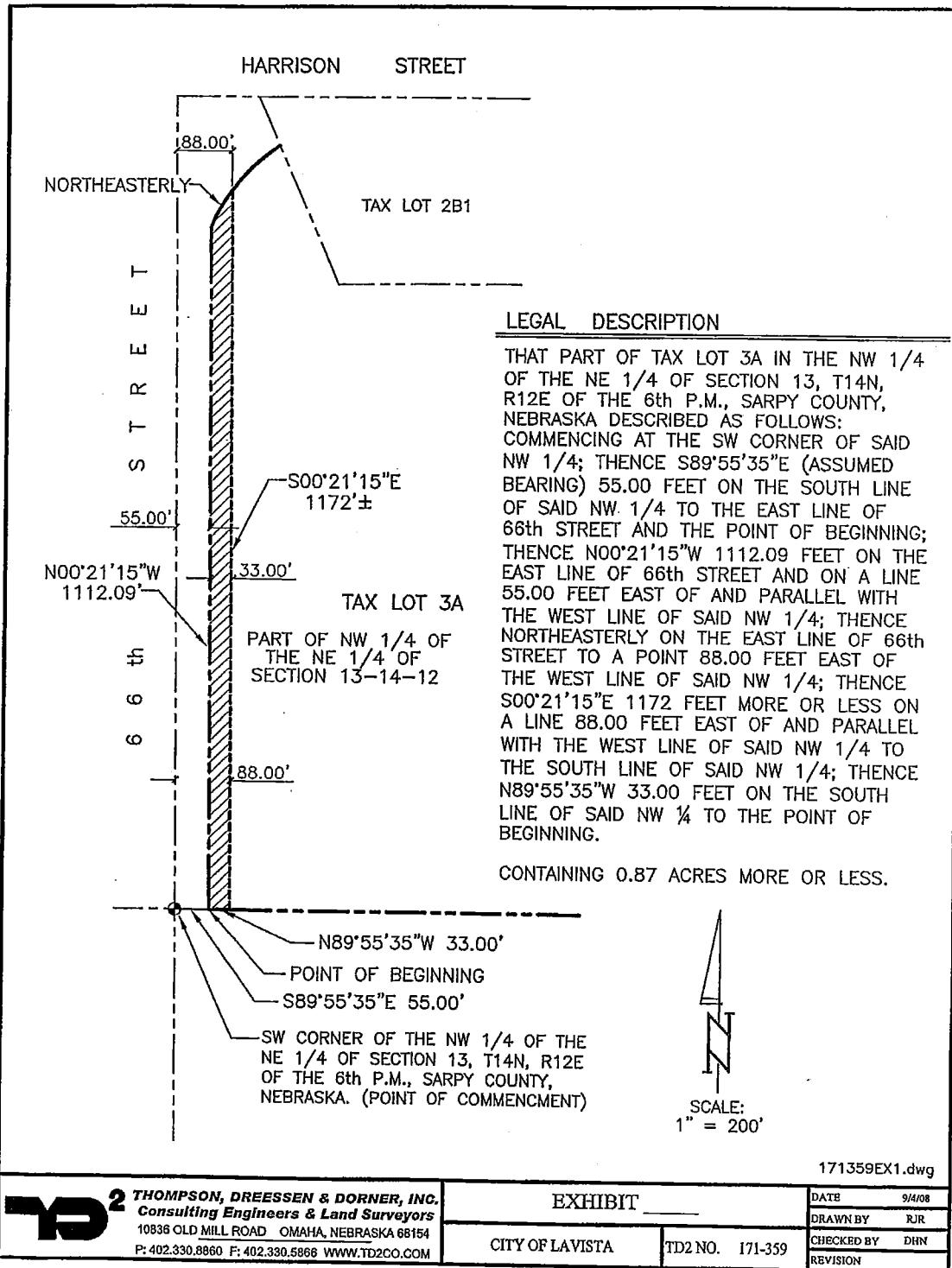


EXHIBIT "A"



STATE OF NEBRASKA

LOCAL POLITICAL SUBDIVISION ACQUISITION CONTRACT
TEMPORARY EASEMENT - INDIVIDUAL

Copies to:

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 by and between, VICTOR STEPANEK
 Address: 5551 Maas Road, Papillion, Nebraska 68133
 hereinafter called the OWNER, and CITY OF LA VISTA, NEBRASKA, 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:

SEE ATTACHED EXHIBIT "A"

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>0.27</u>	acres at	<u>\$ 30,000.00</u>	per acre X 12%	<u>\$ 972.00</u>
Approximately		acres at	<u>\$</u>	per acre	<u>\$</u>
Approximately		acres at	<u>\$</u>	per acre	<u>\$</u>
Moving and replacing approximately		rods of fence at	<u>\$</u>	per rod	<u>\$</u>
Moving and replacing approximately		rods of fence at	<u>\$</u>	per rod	<u>\$</u>
Other Damages:					<u>\$</u>
					<u>\$</u>
					TOTAL \$ 1,000.00 @

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.

BUYER

OWNER

Victor Stepanek
VICTOR STEPANEK

By _____

Date _____

Dated this _____ day of _____, 20____

On the above date, before me a General Notary Public duly
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 _____

Dated this 30 day of July, 2009

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

VICTOR STEPANEK

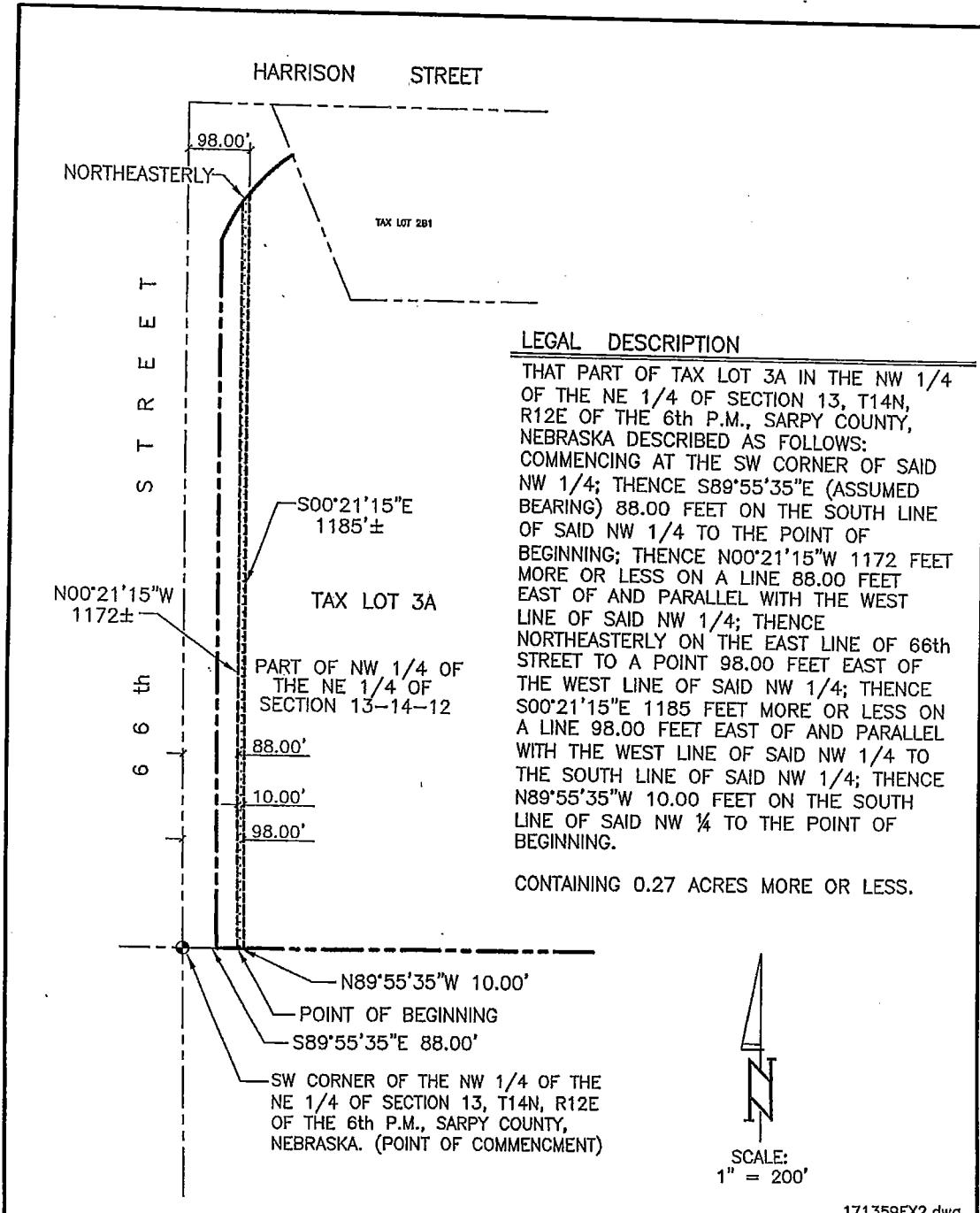
to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as owner(s) and acknowledged the same to be a voluntary act and deed.

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

Notary Debbie L. Morris

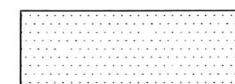


EXHIBIT "A"



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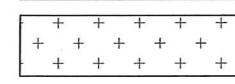
LEGEND



EXISTING ROW



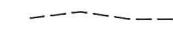
PROPOSED ROW



TEMPORARY EASEMENT

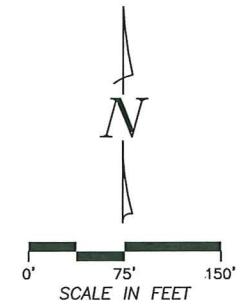
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TRACT NUMBER

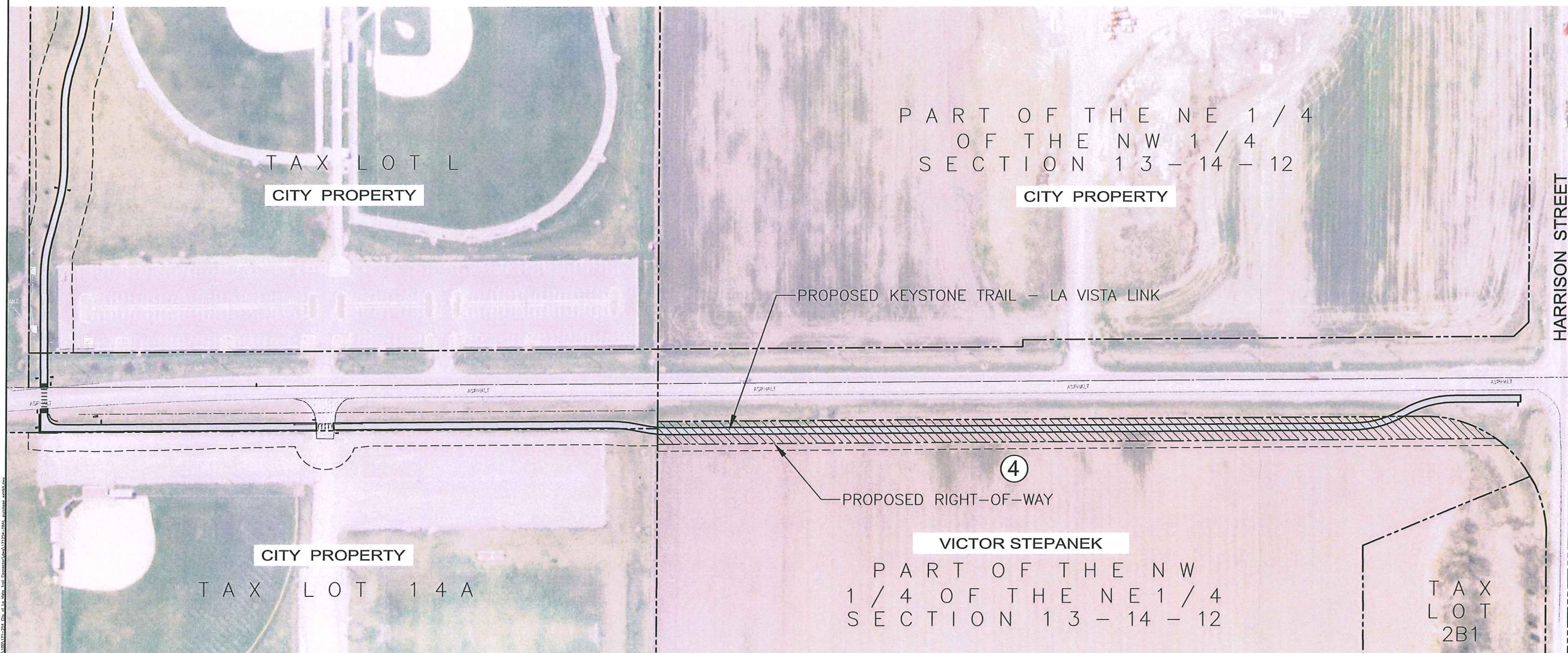


CONSTRUCTION LIMITS

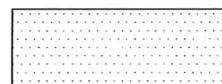
OWNERSHIP		RECORD			
TRACT NUMBER	OWNER	DESCRIPTION	R.O.W. ACQUIRED	PERMANENT EASEMENT	TEMPORARY EASEMENT
1	BERNARD A. MULDER, J.R.	LOT 148, LA VISTA REPLAT	165 S.F.	0 AC.	1553 S.F.
2	KENNETH A. AND DORIS M. OSENTOWSKI	TAX LOT J, NW1/4 SEC. 13-14-12	0.14 AC.	0 AC.	0.033 AC.
3	KENNETH A. AND DORIS M. OSENTOWSKI	TAX LOT K, NW1/4 SEC. 13-14-12	0.38 AC.	0 AC.	0.067 AC.
4	VICTOR STEPANEK	TAX LOT 3A, NE1/4 SEC. 13-14-12	0.87 AC.	0 AC.	0.270 AC.



AS SHOWN	9-22-09
drawn by:	RTM
checked by:	JMK
revised:	
KEYSTONE TRAIL - LA VISTA LINK	
RIGHT-OF-WAY PLAN	CITY OF LA VISTA
2 THOMPSON, DREESSEN & DORNER, INC.	
Consulting Engineers & Land Surveyors	
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154	
PHONE: 402.330.8860 FAX: 402.330.8866 EMAIL: TDMAIL@TD2CO.COM	
WEBSITE: WWW.TD2CO.COM	



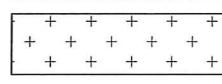
LEGEND



EXISTING ROW



PROPOSED ROW



TEMPORARY EASEMENT

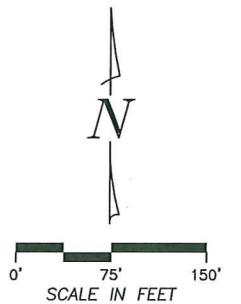
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TRACT NUMBER



CONSTRUCTION LIMITS

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4	VICTOR STEPANEK	TAX LOT 3A, NE1/4 SEC. 13-14-12	0.87 AC.	0 AC.	0.270 AC.



KEYSTONE TRAIL - LA VISTA LINK
RIGHT-OF-WAY PLAN | CITY OF LA VISTA

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Consulting Engineers & Land Surveyors
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