

ITEM F

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

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PURCHASE AGREEMENT AND TEMPORARY EASEMENT – CORONA	◆ 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 Temporary Easement Agreement with Deanna Corona, 7425 South 69<sup>th</sup> 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**

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 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 6TH OF OCTOBER 2009.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

## 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 5<sup>th</sup> day of August, 2009,  
 by and between, Deanna Corona  
 Address: 7425 South 69<sup>th</sup> 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
		<b>TOTAL</b>	<b>\$ 25.00</b>

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

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 Douglas \_\_\_\_\_ )  
(S E A L)

**LESSEE**

Deanna M. Corona  
Deanna Corona

Dated this 5<sup>th</sup> 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 \_\_\_\_\_ )  
(S E A L)

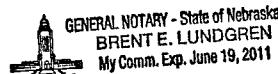
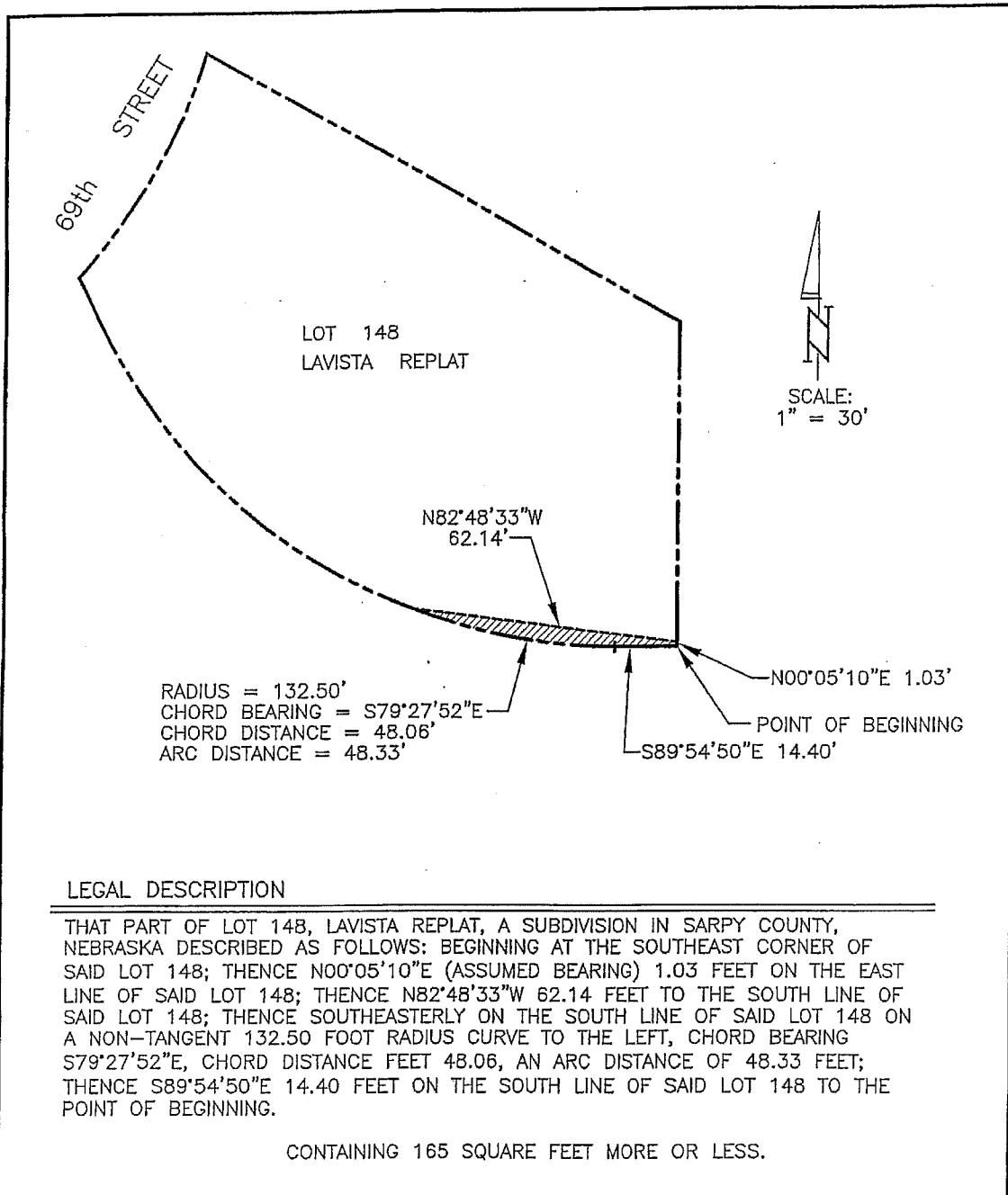
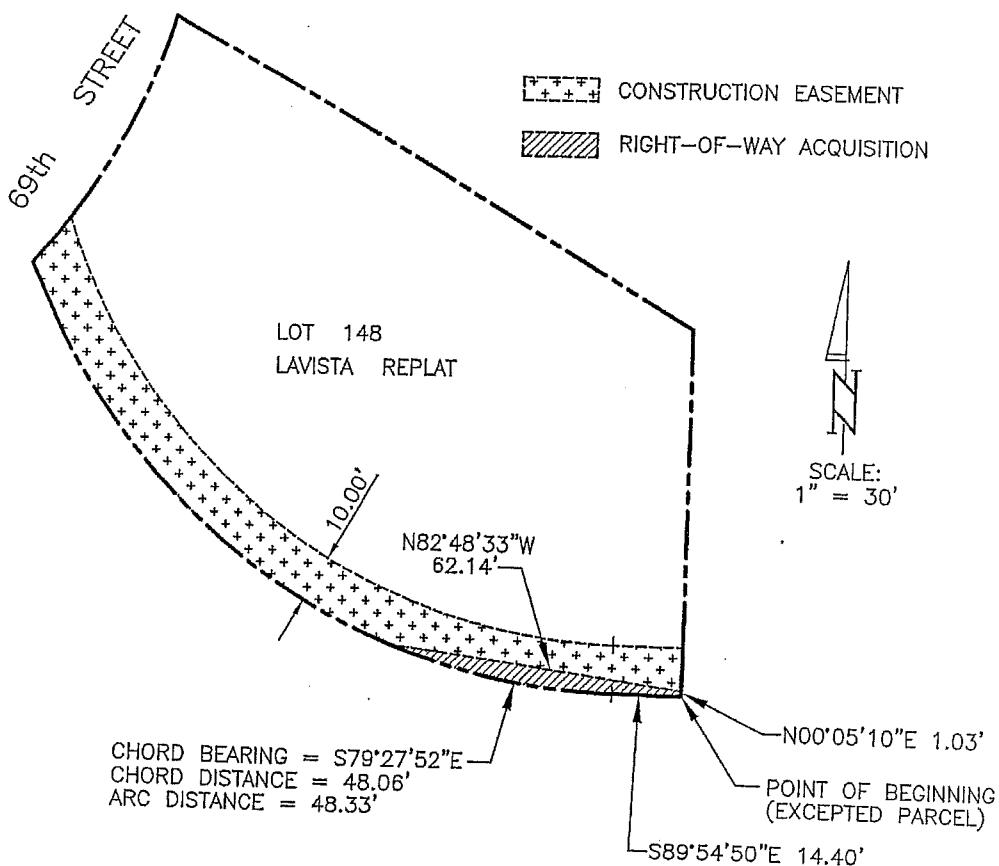


EXHIBIT "A"



171359EX4.dwg

## EXHIBIT "B"



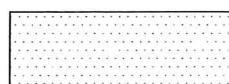
### LEGAL DESCRIPTION

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.

171359EX5.dwg

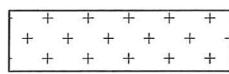
## &lt;div[](https://www.w3schools.com/html/legend\_ex1.asp)



&lt;divEXISTING ROW



PROPOSED ROW



&lt;div[](https://www.westlaw.com/~/media/westlaw/property/real-estate/land-use/land-use-primer/land-use-primer-01-temporary-easements.ashx)

4

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.

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

**HOMPSON, DREESSEN & DORNER, INC.**  
Consulting Engineers & Land Surveyors  
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154  
PHONE: 402-390-8860 FAX: 402-390-8860  
E-MAIL: [TD2CO.COM](mailto:TD2CO.COM)  
WEBSITE: [WWW.TD2CO.COM](http://WWW.TD2CO.COM)

2  
2

SW 1 / 4 OF  
THE NE 1 / 4  
SECTION  
13 - 14 - 12

TAX LOT L

CITY PROPERTY

PROPOSED KEYSTONE TRAIL - LA VISTA LINK

BERNARD A. MULDER, J.R.

PROPOSED RIGHT-OF-WAY

LILLIAN ST

69th STREET

140  
141  
142  
143  
144  
145  
146  
147  
148

334

EXISTING RIGHT-OF-WAY

3

4

2

KENNETH A. AND DORIS M. OSENTOWSKI

TAX LOT K

KENNETH A. AND DORIS M. OSENTOWSKI

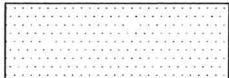
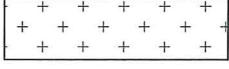
TAX LOT J

66th STREET

TAX LOT 14B

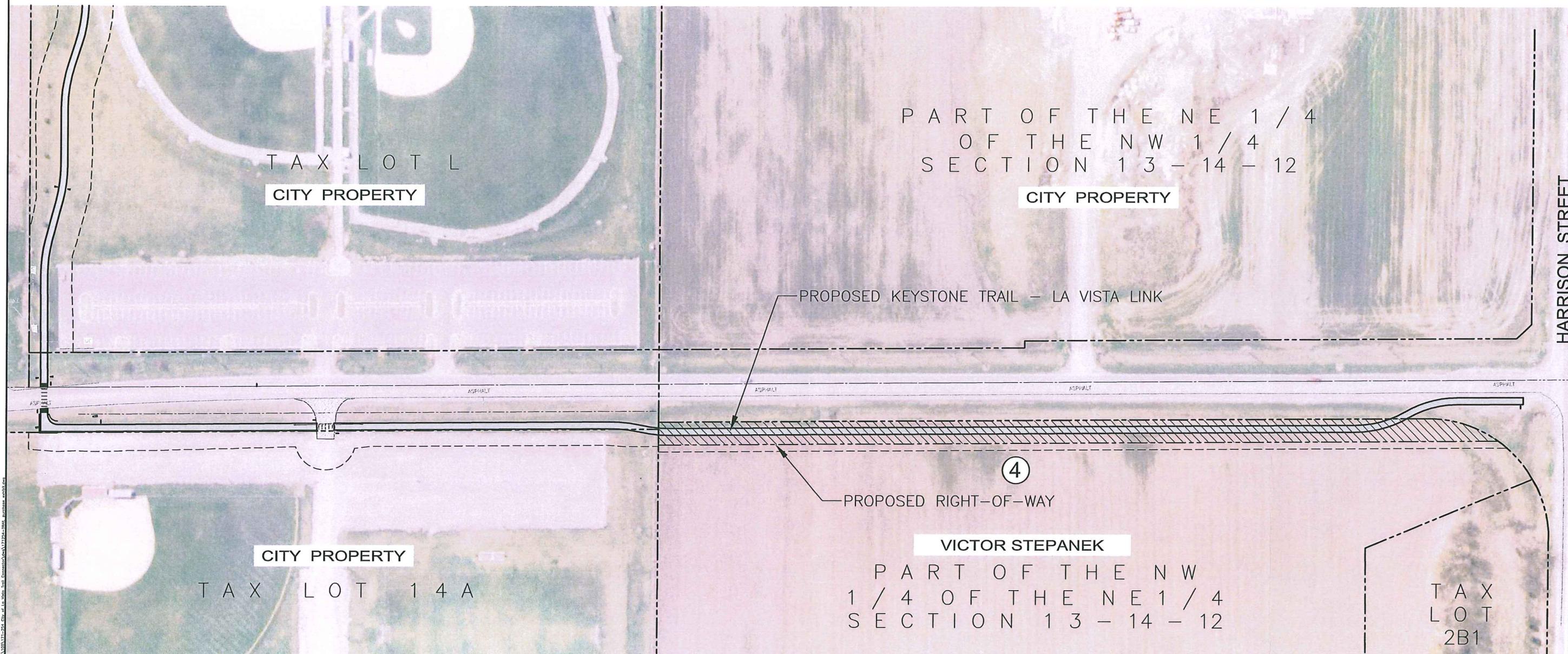
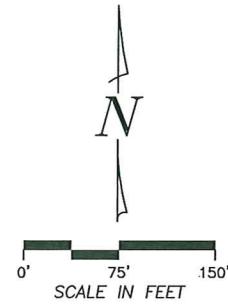
TAX LOT 4

# LEGEND

-  EXISTING ROW
-  PROPOSED ROW
-  TEMPORARY EASEMENT
-  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.

scale: AS SHOWN  
date: 9-22-09  
drawn by: RTM  
checked by: JMK  
revision:



**2 THOMPSON, DREESSEN & DORNER, INC.**  
Consulting Engineers & Land Surveyors  
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154  
PHONE: (402) 330-8866 FAX: (402) 330-8866 EMAIL: 172MAIL@TD2CO.COM  
WEBSITE: WWW.TD2CO.COM

**2** THOMPSON, DREESSEN & DORNER, INC.  
Consulting Engineers & Land Surveyors  
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154  
PHONE: (402) 330-8866 FAX: (402) 330-8866 EMAIL: 172MAIL@TD2CO.COM  
WEBSITE: WWW.TD2CO.COM