

Agenda Item 6.b.

Memorandum

To: Finance, Expenditure and Legal Subcommittee

Subject: Mopac Trail (Hwy. 50 to Lied) Right-of-way
▪ Kantor Parcel

Date: November 1, 2007

By: Gerry Bowen

The Mopac Trail (Hwy 50 to Lied) will connect the District's two parking lots along Highway 31 between Highway 50 and the Lied Bridge. Parcel #10 originally owned by Louis Riha (dba Sarpy R&R Company) has been deeded to James and Patricia Kantor. We believed we had an agreement with Mr. Riha to acquire the easements for the trail construction, but the land transfer occurred before we could finalize the acquisition.

The parcel involves the acquisition of 0.02 acres of permanent easement, and 0.13 acres of temporary construction easements. The appraised value of these easements is \$280. The Kantors have countered with an offer of \$500, and have signed a letter to that effect (see attached).

- **Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute a purchase agreement with James and Patricia Kantor to acquire right-of-way for the Mopac Trail (Hwy. 50 to Lied Bridge) Project.**

**PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
MOPAC TRAIL PROJECT**

PURCHASE AGREEMENT

THIS AGREEMENT (hereinafter referred to as "THIS AGREEMENT") is entered into by and between **JAMES KANTOR and PATRICIA KANTOR, husband and wife as joint tenants** (hereinafter called "GRANTORS," whether one or more), on the one hand, and the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (hereinafter called "GRANTEE") on the other hand.

FOR AND IN CONSIDERATION of their mutual covenants, GRANTORS hereby agree to grant to the GRANTEE, and GRANTEE hereby agrees to purchase and accept from GRANTORS, certain easements upon the following terms and conditions:

1. Easements. The easements to be granted by the GRANTORS to the GRANTEE pursuant to THIS AGREEMENT (hereinafter referred to collectively as "the EASEMENTS") consists of easements in, on, over, under and across the tract(s) of land in Sarpy County, Nebraska, referred to and legally described in the proposed MOPAC TRAIL PROJECT-EASEMENTS document, the form of which, together with legal description(s) of the affected easement areas, is attached hereto as Exhibit "1" and incorporated herein by reference.

2. Consideration. The consideration GRANTEE agrees to pay to GRANTORS for the EASEMENTS is the sum of FIVE HUNDRED DOLLARS (\$500.00).

3. Payment. The consideration for the EASEMENTS shall be paid by GRANTEE to GRANTORS at the CLOSING by GRANTEE'S bank check.

4. Closing. This transaction shall be closed upon a date and at a time (hereinafter referred to as "the CLOSING") to be designated in a written notice mailed by GRANTEE to GRANTORS, and, except as otherwise specified in THIS AGREEMENT, the CLOSING shall occur no sooner than _____, 200_ and no later than _____, 200_. The CLOSING shall be held at the address of GRANTEE, set out below, or at such other place as may be agreed upon by GRANTEE and GRANTORS.

5. Delivery of possession. Possession of the EASEMENTS shall be delivered to GRANTEE at the CLOSING or at such other time as may be agreed upon in writing by GRANTEE and GRANTORS.

6. Entire agreement. THIS AGREEMENT contains the entire agreement among the parties, and each of the parties agree that neither the other parties, nor any of officers, agents or employees of another party, have made any representation or promise with respect to, or affecting the EASEMENTS or THIS AGREEMENT not expressly contained herein.

7. Governing law. The provisions of THIS AGREEMENT shall be governed by, and construed in accordance with, the laws of the State of Nebraska.

8. Captions. The captions contained in THIS AGREEMENT are for convenience only and are not intended to limit or define the scope or effect of any provision of THIS AGREEMENT.

9. Time. Time is of the essence of THIS AGREEMENT.

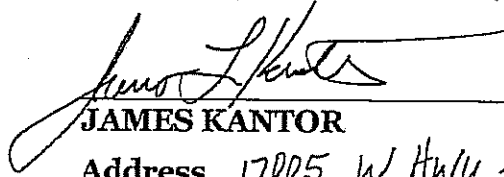
10. Default. If either party shall default hereunder, the other party shall be entitled to enforce specific performance of THIS AGREEMENT or may terminate THIS AGREEMENT.

11. Notices. All notices herein required shall be in writing and shall be served on the parties at the addresses set out below, or at such other address as either party may hereafter designate in writing for service of notice to itself. The mailing of a notice by certified or registered mail, return receipt requested, or delivery thereof by messenger, shall be sufficient service.

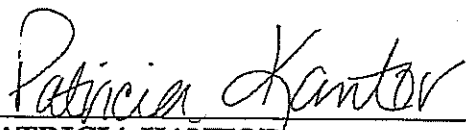
12. Binding Effect: Non-Merger. The provisions of THIS AGREEMENT shall inure to the benefit of, and shall be binding upon, the successors in interest and assigns of the respective parties hereto. All of the terms, conditions, representations, warranties, promises and agreements recited in THIS AGREEMENT shall survive the execution, delivery and recording of Exhibit 1 hereto, and of any other instrument(s) to be executed pursuant to THIS AGREEMENT, and shall not be merged herein or therein. Either party, at its own expense, may record THIS AGREEMENT.

13. Effective Date. THIS AGREEMENT shall be effective upon its complete execution by all the parties.

Executed by GRANTORS on this 1 day of November,
2007.



JAMES KANTOR
Address 17005 W Hwy 31
Springfield, NE



PATRICIA KANTOR
Address 17005 W Hwy 31
Springfield, NE

Executed by GRANTEE on this _____ day of _____, 2007.

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**
8901 South 154th Street, Omaha, NE 68138

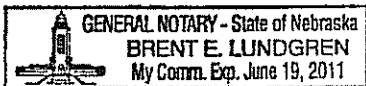
By _____
John Winkler
General Manager

ACKNOWLEDGEMENTS

STATE OF NEBRASKA)
) SS.
COUNTY OF Sarpy)

On this 1 day of November, 2007, before me, a Notary Public, personally came JAMES KANTOR, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and he/she acknowledged the same to be his/her voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.



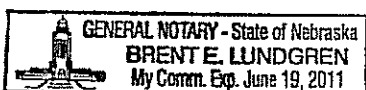
[Signature]

Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF Sarpy)

On this 1 day of November, 2007, before me, a Notary Public, personally came PATRICIA KANTOR, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and he/she acknowledged the same to be his/her voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.



[Signature]

Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF _____)

On this _____ day of _____, 200_, before me, a Notary Public, personally came John Winkler, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and he/she acknowledged the same to be his/her voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

Notary Public

Attachments

Exhibit 1 – Easement form with Exhibits A and B legal description(s) attached thereto

Project No. EGA031340

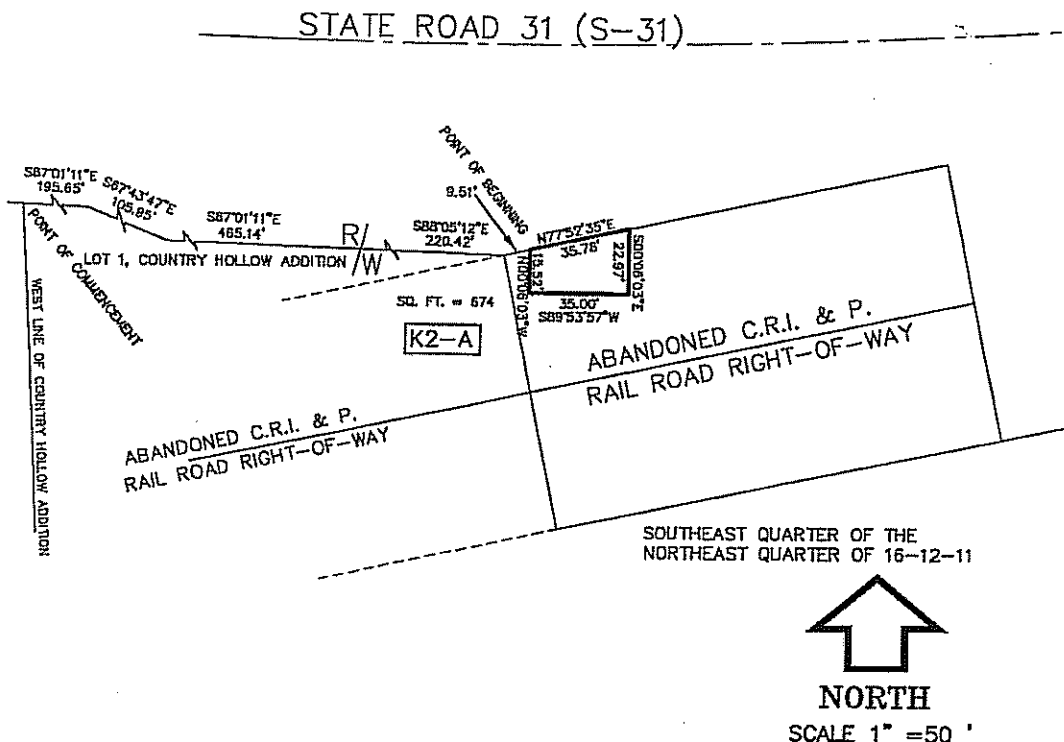
DESCRIPTION & SKETCH

KANTOR (2) 2007
PERMANENT DRAINAGE EASEMENT

LEGAL DESCRIPTION: "K2-A" PERMANENT DRAINAGE EASEMENT

A TRACT OF LAND BEING A PORTION OF ABANDONED C.R.I.&P. RAIL ROAD RIGHT-OF-WAY LYING IN GOVERNMENT LOT 1 OF SECTION 16, TOWNSHIP 12 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE WEST LINE OF LOT 1, COUNTRY HOLLOW ADDITION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, AND THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 31; THENCE SOUTH 87°01'11" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 195.65 FEET; THENCE SOUTH 67°43'47" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 105.85 FEET; THENCE SOUTH 87°01'11" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 465.14 FEET; THENCE SOUTH 88°05'12" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 220.42 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF THE AFORESAID ABANDONED RAIL ROAD RIGHT-OF-WAY; THENCE NORTH 77°52'35" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE BEING COINCIDENT WITH THE ABANDONED RAIL ROAD RIGHT-OF-WAY, A DISTANCE OF 9.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID COINCIDENT RIGHT-OF-WAYS, NORTH 77°52'35" EAST, A DISTANCE OF 35.78 FEET; THENCE SOUTH 00°06'03" EAST, A DISTANCE OF 22.97 FEET; THENCE SOUTH 89°53'57" WEST, A DISTANCE OF 35.00 FEET; THENCE NORTH 00°06'03" WEST, A DISTANCE OF 15.52 FEET TO THE POINT OF BEGINNING. THE ABOVE TRACT OF LAND CONTAINS 674 SQUARE FEET, MORE OR LESS.



Date: 10/25/05



EHRHART
GRIFFIN &
ASSOCIATES

ENGINEERING PLANNING LAND SURVEYING
3552 Farnam Street • Omaha, Nebraska 68131 • 402 / 551-0631

Project No. EGA031340

DESCRIPTION & SKETCH

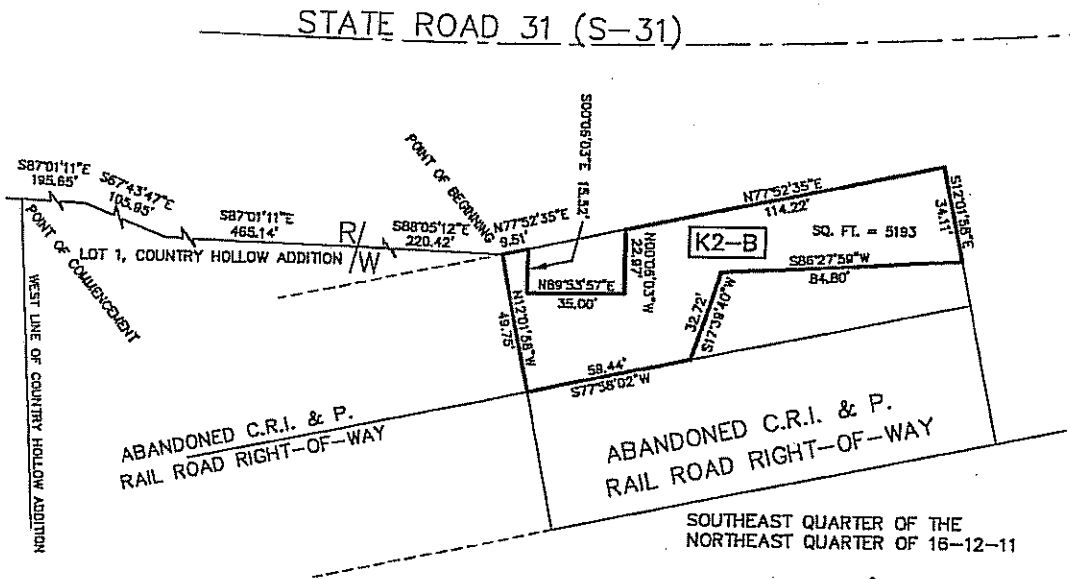
KANTOR (2) 2007

TEMPORARY CONSTRUCTION AND GRADING EASEMENT

LEGAL DESCRIPTION: "K2-B" TEMPORARY CONSTRUCTION AND GRADING EASEMENT

A TRACT OF LAND BEING A PORTION OF ABANDONED C.R.I.&P. RAIL ROAD RIGHT-OF-WAY LYING IN GOVERNMENT LOT 1 OF SECTION 16, TOWNSHIP 12 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE WEST LINE OF LOT 1, COUNTRY HOLLOW ADDITION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, AND THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 31; THENCE SOUTH 87°01'11" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 195.65 FEET; THENCE SOUTH 67°43'47" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 105.95 FEET; THENCE SOUTH 87°01'11" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 465.14 FEET; THENCE SOUTH 88°05'12" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 220.42 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF THE AFORESAID ABANDONED RAIL ROAD RIGHT-OF-WAY, AND THE POINT OF BEGINNING; THENCE NORTH 77°52'35" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE BEING COINCIDENT WITH THE ABANDONED RAIL ROAD RIGHT-OF-WAY, A DISTANCE OF 9.51 FEET; THENCE SOUTH 00°06'03" EAST, A DISTANCE OF 15.52 FEET; THENCE NORTH 89°53'57" EAST, A DISTANCE OF 35.00 FEET; THENCE NORTH 00°06'03" WEST, A DISTANCE OF 22.97 FEET TO A POINT ON THE AFORESAID COINCIDENT RIGHT-OF-WAYS; THENCE NORTH 77°52'35" ALONG SAID COINCIDENT RIGHT-OF-WAYS, A DISTANCE OF 114.22 FEET; THENCE SOUTH 12°01'58" EAST, A DISTANCE OF 34.11 FEET; THENCE SOUTH 86°27'59" WEST, A DISTANCE OF 84.80 FEET; THENCE SOUTH 17°39'40" WEST, A DISTANCE OF 32.72 FEET; THENCE SOUTH 77°58'02" WEST, A DISTANCE OF 59.44 FEET; THENCE NORTH 12°01'58" WEST, A DISTANCE OF 49.75 FEET TO THE POINT OF BEGINNING. THE ABOVE TRACT OF LAND CONTAINS 5193 SQUARE FEET, MORE OR LESS.



NORTH

SCALE 1" = 50'

Date: 10/25/05



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