

BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN PURCHASE  
AGREEMENT WITH SID 23 FOR PERMANENT AND TEMPORARY EASEMENTS

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, Sarpy County has constructed an outfall sewer pursuant to the County Industrial Sewer Act, found at Neb. Rev. Stat. §23-3601, *et seq.* (Reissue 2012); and

WHEREAS, pursuant to the County Industrial Sewer Act, the County may acquire such real estate as may be necessary for sewer improvements; and,

WHEREAS, pursuant to Resolution 2013-385, approved by the County Board on October 29, 2013, the Sarpy County Industrial Sewer will be extended for the future needs of planned commercial and industrial uses in the area of Highway 50 and Schram Road; and

WHEREAS, in order to make those sewer improvements, certain property must be obtained, including both temporary and permanent easements on the following parcels: Block 18 Westmont 2<sup>nd</sup> Platting, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska; and,

WHEREAS, the Sarpy County Department of Roads and its agents have negotiated in good faith with the owner of the property and a purchase agreement has been proposed by which Sarpy County would purchase a temporary easement and a permanent easement for the purchase price of \$2,680.00, wherein said purchase price is fair and reasonable based upon the appraisal received by Sarpy County, and the proposed purchase is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that said purchase agreement, a copy of which is attached hereto is hereby approved.

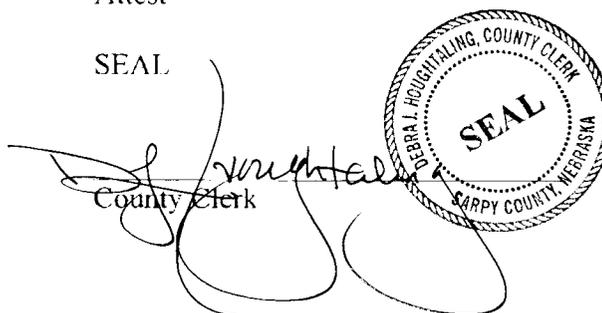
BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the purchase agreement, a copy of which is attached, and any other related documents, the same being approved by the Board.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 28<sup>th</sup> day of March 2014.

Attest

SEAL

  
Sarpy County Board Chairman

  
County Clerk



PURCHASE AGREEMENT  
SARPY COUNTY SANITARY SEWER

THIS AGREEMENT hereinafter referred to as "this Agreement") is dated as of this 25<sup>th</sup> day of March, 2014, by and between **SANITARY and IMPROVEMENT DISTRICT NUMBER 23 of SARPY COUNTY, NEBRASKA**, hereinafter referred to as "the Seller," (whether one or more) and **SARPY COUNTY, NEBRASKA**, (hereinafter referred to as "the Purchaser").

The Seller agrees to sell to the Purchaser, and the Purchaser hereby agrees to purchase from the Seller, certain real property easements, both temporary and permanent easements in the form as attached hereto as **Exhibit "A"** (the "Easements") upon the following terms and conditions:

1. Property and Easements. The property of the Seller to be sold to the Purchaser pursuant to this Agreement consists of land included in the Easements, more particularly described in the legal descriptions and Easement documents attached hereto and incorporated by reference as **Exhibit "A"**. The parties hereto expressly agree that this Purchase Agreement is solely for the granting by Seller to Purchaser of easements only, and shall in no manner whatsoever be construed as a purchase of a fee simple interest.

2. Price. The purchase price which the Purchaser agrees to pay to the Seller for the Easements is the sum of **TWO THOUSAND, SIX HUNDRED EIGHTY and NO/100 DOLLARS (\$2,680.00)**.

3. Payment. The purchase price for the Easements shall be paid by the Purchaser to the Seller at the time of closing, by Sarpy County Warrant.

4. Survey. All Surveys, drawings, studies, reports, tests, and title reports which the Purchaser may require in connection with the purchase of the Easements and the closing of this transaction, shall be at the expense of Purchase. Purchaser shall indemnify and hold Seller harmless from and against any liability for any loss and/or damage to persons or property which occurs on or near the Easement and which is caused by Purchaser or its agents or representatives actions in conducting any such tests or studies.

5. Eminent Domain. Neither this Agreement, nor the termination of this Agreement by the Purchaser, nor termination of this Agreement by the Seller or the Purchaser pursuant to any other provision of this Agreement, shall estop or be deemed to estop the Purchaser from instituting an action in eminent domain to acquire the Easements.

6. Closing. This transaction shall be closed upon a date and at a time to be mutually designated in writing by the parties hereto. Such closing date to be not less than 10 days and not more than 45 days following the date of this Agreement. The transaction shall be closed at the address of the Purchaser, or at such other place as may be agreed upon in writing by Seller and Purchaser. All closing costs, including without limitation, recording fees surveys, title insurance or searches, shall be at Purchaser's sole expense.

7. Delivery of possession. The Easements and possession for the Easements shall be delivered to Purchaser at closing, subject to the Permitted Exceptions, or at such subsequent time as may be agreed upon in writing by Seller and Purchaser. As used in this Purchase Agreement, the term "Permitted Exceptions" shall include restrictions, conditions, covenants, and encumbrances and liens of record or identified by an accurate survey or physical inspection of the subject Easements.

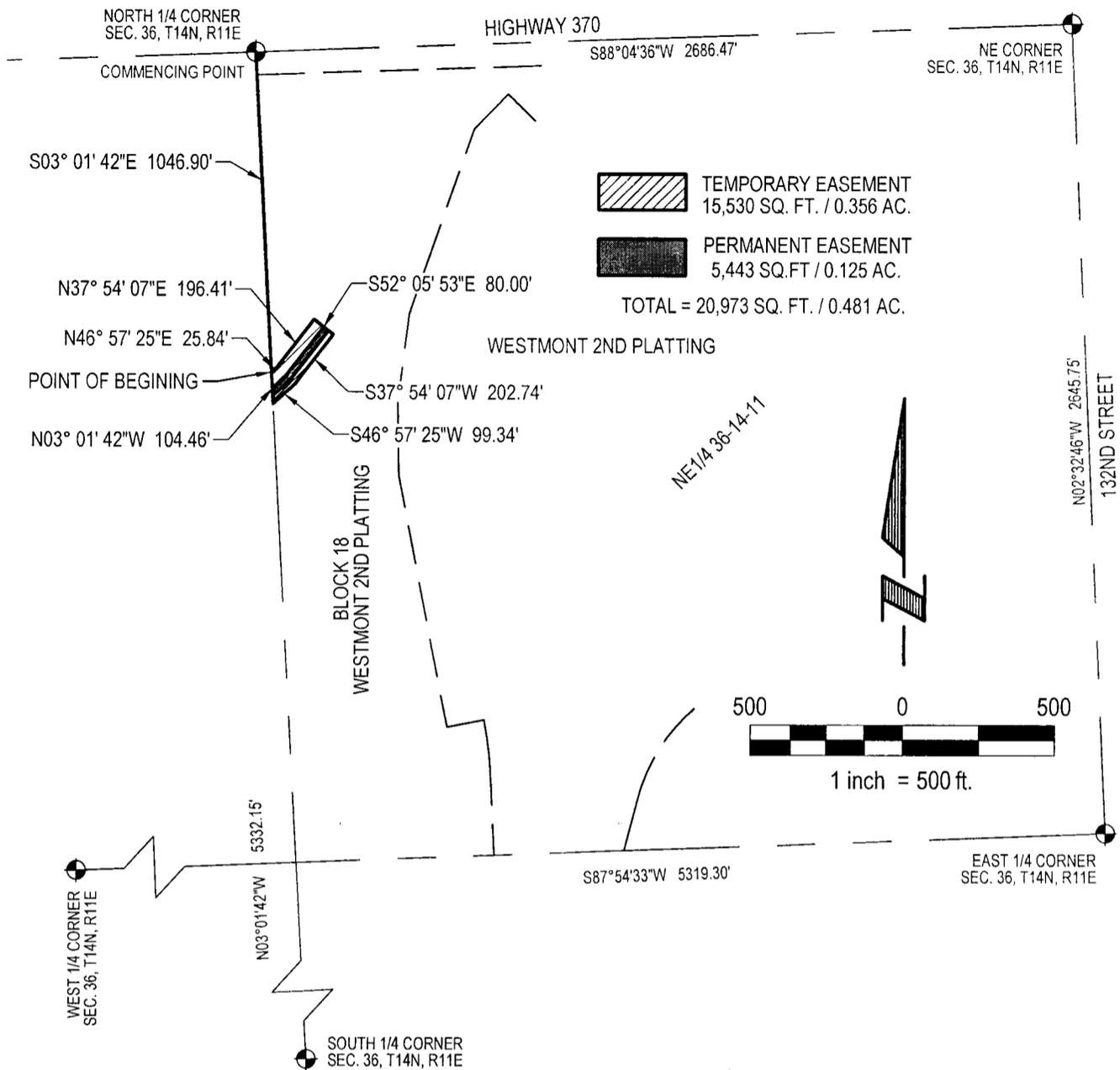
8. Assignment. This Agreement, and/or any interest of Seller hereunder, may not be assigned in whole or in part by the Seller without the prior written consent of the Purchaser, which consent shall not be unreasonably withheld.

9. Recordation. This Agreement may be recorded in whole or in part at Purchaser's sole expense.

10. Entire Agreement. Except for the Easements referred to herein, this Agreement contains the entire agreement between the parties, and Seller agrees that neither the Purchaser, nor any of



EXHIBIT "A"



**LEGAL DESCRIPTION**

A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE NW1/4 OF THE NE1/4 OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW1/4 OF THE NE1/4 CORNER OF SAID SECTION 36; THENCE S03°01'42"E (ASSUMED BEARING) ALONG THE WEST LINE OF SAID NE1/4 OF SECTION 36, A DISTANCE OF 1046.90 FEET TO THE POINT OF BEGINNING; THENCE N46°57'25"E, A DISTANCE OF 25.84 FEET; THENCE N37°54'07"E, A DISTANCE OF 196.41 FEET; THENCE S52°05'53"E, A DISTANCE OF 80.00 FEET; THENCE S37°54'07"W, A DISTANCE OF 202.74 FEET; THENCE S46°57'25"W, A DISTANCE OF 99.34 FEET TO A POINT ON SAID WEST LINE OF THE NE1/4 OF SECTION 36; THENCE N03°01'42"W ALONG SAID WEST LINE OF THE NE1/4 OF SECTION 36, A DISTANCE OF 104.46 FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS AN AREA OF 20,973 SQUARE FEET OR 0.481 ACRES, MORE OR LESS, OF WHICH 4,443 SQUARE FEET OR 0.125 ACRES, MORE OR LESS IS PERMANENT SEWER EASEMENT.



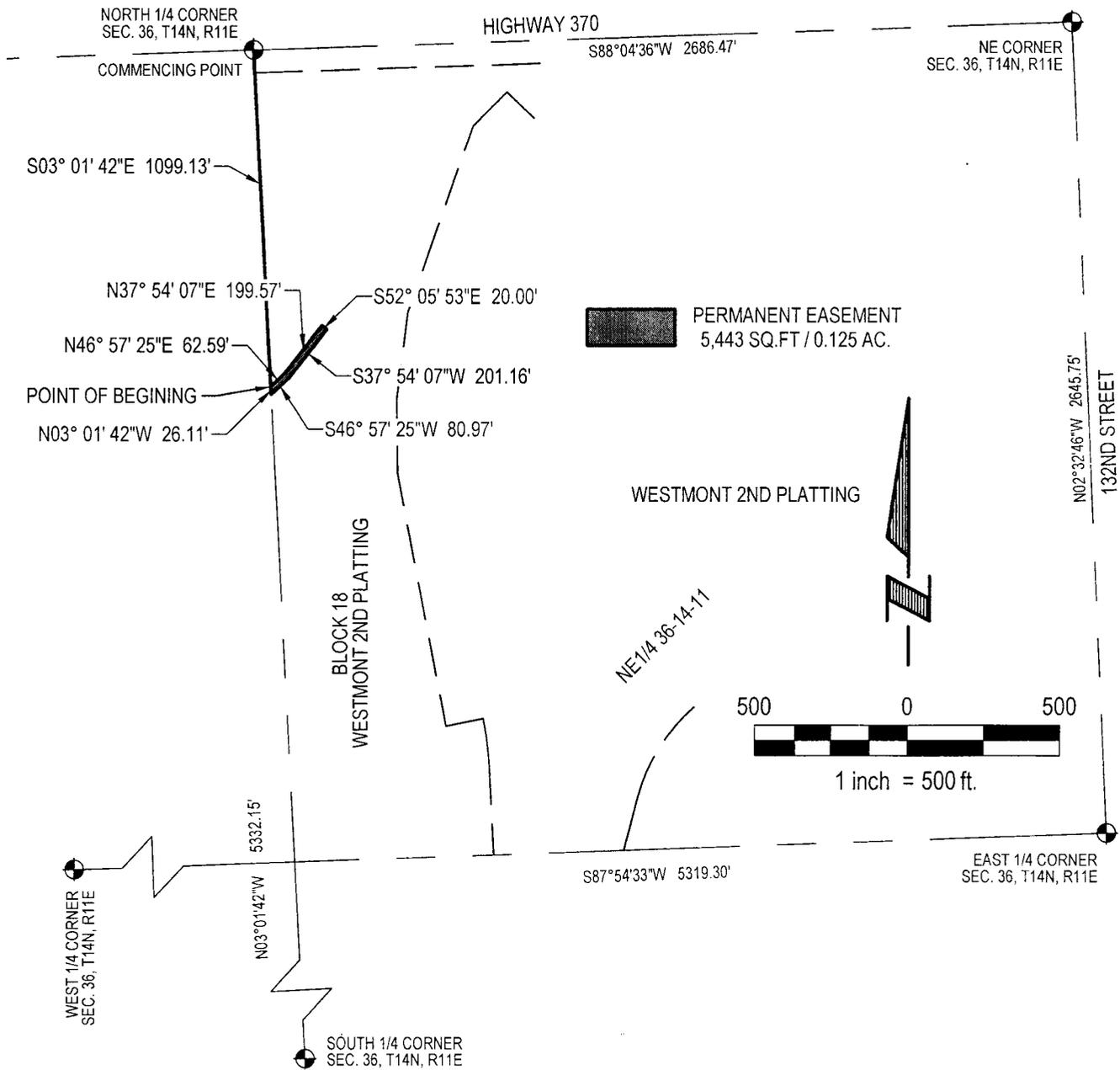
**E & A CONSULTING GROUP, INC.**

Engineering • Planning • Environmental & Field Services  
330 North 117th Street Omaha, NE 68154 Phone: 402.895.4700

Drawn by: FCE | Chkd by: | Scale: 1" = 500' | Date: 10/10/13  
Job No.: P2012.588.002

**TEMPORARY CONSTRUCTION EASEMENT**  
**NW1/4 OF NE1/4 SEC. 36-14-11**  
SARPY COUNTY, NEBRASKA

# EXHIBIT "A"



## LEGAL DESCRIPTION

A PERMANENT SANITARY OUTFALL EASEMENT LOCATED IN THE NW1/4 OF THE NE1/4 OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW1/4 OF THE NE1/4 CORNER OF SAID SECTION 36; THENCE S03°01'42"E (ASSUMED BEARING) ALONG THE WEST LINE OF SAID NE1/4 OF SECTION 36, A DISTANCE OF 1099.13 FEET TO THE POINT OF BEGINNING; THENCE N46°57'25"E, A DISTANCE OF 62.59 FEET; THENCE N37°54'07"E, A DISTANCE OF 199.57 FEET; THENCE S52°05'53"E, A DISTANCE OF 20.00 FEET; THENCE S37°54'07"W, A DISTANCE OF 201.16 FEET; THENCE S46°57'25"W, A DISTANCE OF 80.97 FEET TO A POINT ON SAID WEST LINE OF THE NE1/4 OF SECTION 36; THENCE N03°01'42"W ALONG SAID WEST LINE OF THE NE1/4 OF SECTION 36, A DISTANCE OF 26.11 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT SANITARY OUTFALL EASEMENT CONTAINS AN AREA OF 5,443 SQUARE FEET OR 0.125 ACRES, MORE OR LESS.



**E & A CONSULTING GROUP, INC.**

Engineering • Planning • Environmental & Field Services  
330 North 117th Street Omaha, NE 68154 Phone: 402.895.4700

Drawn by: FCE | Chkd by: | Scale: 1" = 500' | Date: 10/10/13  
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**PERMANENT SEWER EASEMENT**  
**NW1/4 OF NE1/4 SEC. 36-14-11**  
SARPY COUNTY, NEBRASKA