

STATE OF NEBRASKA

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

Copies to:

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

Project No.: RRZ-1390(3)
 Control No.: 61416
 Tract No.: 9

THIS CONTRACT, made and entered into this 26th day of February, 2009, by and between, Dawson County Public Power District, Lexington, Nebraska organized and existing under and by virtue of the laws of the State of Nebraska, Address: 300 South Washington, Lexington, Nebraska hereinafter called the OWNER, and Lincoln County, 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.

Approximately <u>0.12</u> acres at \$ <u>6,900.00</u> per acre	\$ <u>830.00</u>
Approximately _____ acres at \$ _____ per acre	\$ _____
Approximately _____ acres at \$ _____ per acre	\$ _____
Moving and replacing approximately _____ rods of fence at \$ _____ per rod	\$ _____
Moving and replacing approximately _____ rods of fence at \$ _____ per rod	\$ _____
Other Damages: <u>Controlled Access</u>	\$ <u>25.00</u>
	\$ _____
TOTAL	\$ <u>860.00</u>

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

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 Lincoln)
(SEAL)

BUYER
Lincoln County, Nebraska

By _____
Duane Deterding, Chairman of the
Lincoln County Board of Commissioners

Date _____

On this ____ day of _____, 2011, before me the undersigned, a General Notary Public commissioned and qualified, personally came Duane Deterding, Chairman of the Lincoln County Board of Commissioners, the duly authorized representative of The county of Lincoln, Nebraska, on behalf of The county of Lincoln, Nebraska, and is to me known to be said duly authorized representative and the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of The county of Lincoln, Nebraska.

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

Notary _____

STATE OF Nebraska)
) ss.

COUNTY OF Lincoln)
(SEAL)

OWNER

Dawson County Public Power District
Corporation

By Robert A. Heinz, CEO

By Bruce Smith, Secretary
Attest

Dated this 26th day of February, 2009

before me a General Notary Public, duly commissioned and qualified, came

Robert A. Heinz & Bruce Smith

the duly authorized representatives of

Dawson County Public Power District

who acknowledged that he, she or they held the position or title set forth in the instrument, that he, she or they signed the instrument on behalf of the corporation by proper authority and that the instrument was the act of the corporation and are to me known to be said duly authorized representative or representatives and the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

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

Notary Paige McConville

STATE OF Nebraska)
) ss.

COUNTY OF Dawson)
(SEAL)

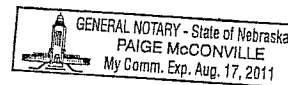


Exhibit 'A'

Page 1

TRACT 9

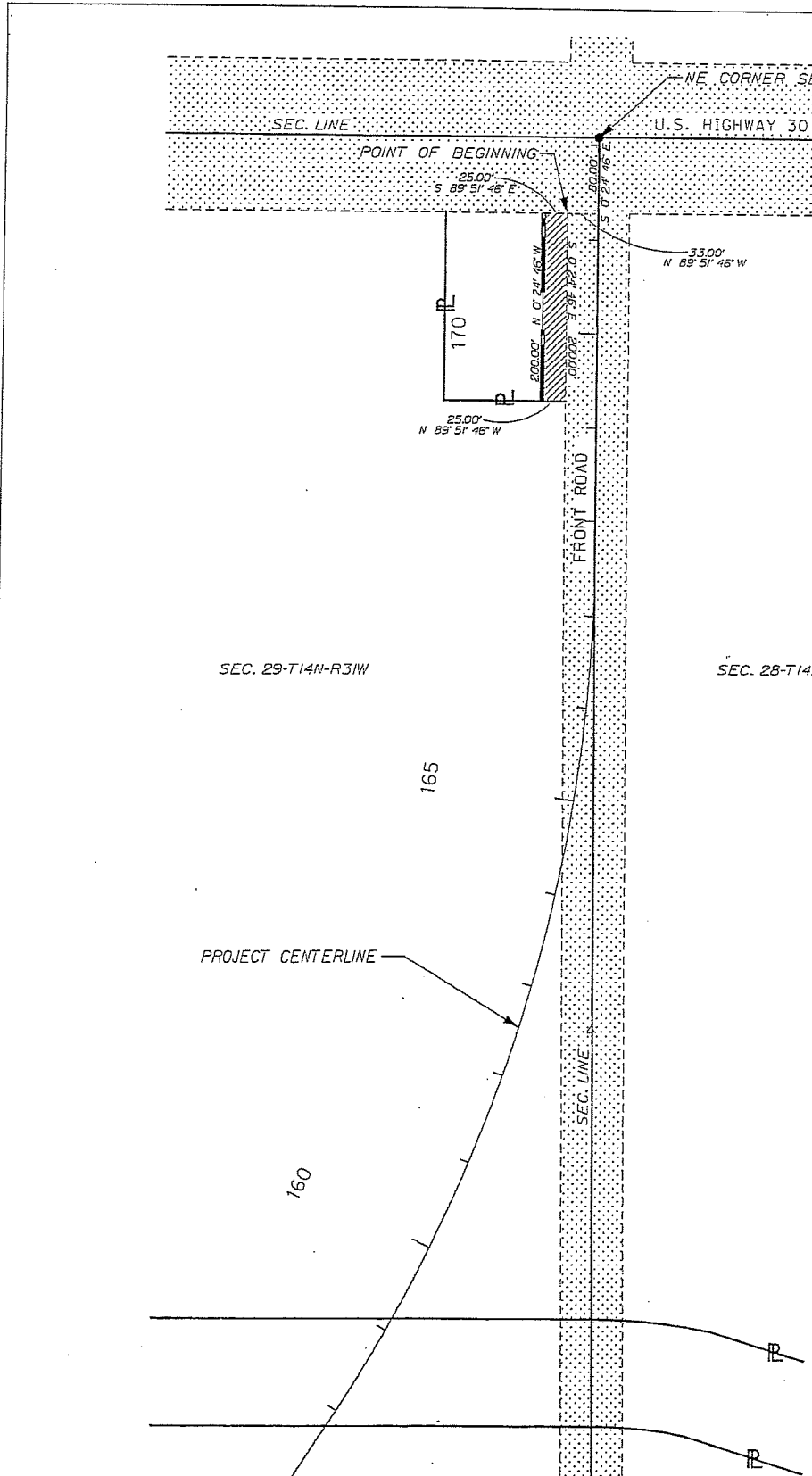
A PARCEL OF LAND LYING IN SECTION 29 TOWNSHIP 14 NORTH RANGE 31 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF LINCOLN, NEBRASKA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SECTION 29 TOWNSHIP 14 NORTH RANGE 31 WEST; THENCE

SOUTH 00 DEGREES 24 MINUTES 46 SECONDS EAST A DISTANCE OF 80.00 FEET ALONG THE EAST LINE OF SAID SECTION; THENCE NORTH 89 DEGREES 51 MINUTES 46 SECONDS WEST A DISTANCE OF 33.00 FEET, TO THE POINT OF BEGINNING FOR THE PARCEL TO BE DESCRIBED. FROM THE POINT OF BEGINNING, THENCE SOUTH 00 DEGREES 24 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 200.00 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 46 SECONDS WEST A DISTANCE OF 25.00 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 46 SECONDS WEST A DISTANCE OF 200.00 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 46 SECONDS EAST A DISTANCE OF 25.00 FEET, BACK TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 0.12 ACRES OR 4999.77 SQUARE FEET, MORE OR LESS.



NEW R.O.W. 0.12 AC.

SHEET 1 OF 1	PREV. R.O.W.		PROJECT NAME: FRONT ROAD GRADE SEPARATION RIGHT-OF-WAY TO BE ACQUIRED TRACT 9 OWNER DAWSON COUNTY PUBLIC POWER DISTRICT LOCATION LINCOLN COUNTY, NEBRASKA	PROJECT NO. RRZ-1390(3) CONTROL NO. 61416 SCALE NTS DATE 2/16/2009	PREPARED BY: 1074 FRANKLIN STREET SUITE 100 DUMAS, NE 68003 PHONE: 402-693-3400 FAX: 402-693-3152 PREPARED FOR: LINCOLN COUNTY, NE
	NEW R.O.W.				
	TEMP. EASE.				
	PERM. EASE.				
CONTROLLED ACCESS					