

Administrative Settlement Report

Item	LPA Offer	Counter Offer									
Land	\$4,720.00		4 <input type="checkbox"/>	Cost of alternative mitigation measures, such as crop retention or conservation relief.							
Improvements			5 <input type="checkbox"/>	Recent court awards for similar type properties.							
Fence Damage			6 <input type="checkbox"/>	Other considerations directly relating to the value and/or unique features of the subject property.							
Damages	\$14,720.00		7 <input checked="" type="checkbox"/>	Cost Savings – Approximate cost to litigate through county hearings. ∴							
Total (a)	> \$19,440.00	\$20,361.20		∴ Includes cost of updating appraisal, expert witness fees, process server fees, court fees and Board of Appraiser fees.							
Settlement (b)	> \$921.20			∴ Does not include trial costs.							
Settlement Total	> \$20,361.20										
% Increase (b) ÷ (a)	> \$0.05		8 <input type="checkbox"/>	<table border="1"> <tr> <td rowspan="3">Maintain Project Schedule</td> <td>Possession of this property is needed by:</td> <td></td> </tr> <tr> <td>Projected possession date, if settled is:</td> <td></td> </tr> <tr> <td>Projected possession date, if condemned is:</td> <td></td> </tr> </table>	Maintain Project Schedule	Possession of this property is needed by:		Projected possession date, if settled is:		Projected possession date, if condemned is:	
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1 <input type="checkbox"/>	Review and reconciliation of all available appraisals, including any provided by the property owner.		9 <input type="checkbox"/>	Complex appraisal issues.							
2 <input type="checkbox"/>	Value adjustment for appreciation since the date of value.		10 <input checked="" type="checkbox"/>	Probable sympathy for property owner due to age, personality, sentimental value, etc.							
3 <input checked="" type="checkbox"/>	Anticipated basis and value range of owner's court testimony of just compensation.										

Instructions: Documentation should briefly present the negotiation, while providing sufficient detail to define the problem and justify the settlement. Documentation should be understandable and should present an explanation as to why additional taxpayer dollars were expended. The justification like the settlement itself is a matter of judgment. Its content should be consistent with the situation, circumstances, and the amount of money involved.

The approved administrative settlement amount was determined as follows:
Olson Farms owns two tracts (10 & 14) being acquired for this project:

Tract 10 was originally appraised for \$1,840 and the owner countered at \$8,280; the County responded with \$6,100. Due to time, the Appraisal was then updated and Just Compensation was set at \$2,120 and a new offer was made with the owner receiving an option for the County to purchase the uneconomic remainder.

Tract 14 was originally appraised for \$7,220 and the owner countered at \$12,483.04; the County responded with \$8,210. Due to time, the Appraisal was then updated and Just Compensation was set at \$19,440 with the owner receiving an option for the County to purchase the uneconomic remainder.

The owner has elected to accept the offer of \$2,120 for Tract 10 and the offer of \$19,440 for Tract 14 and will retain the uneconomic remainder on Tract 14.

As a settlement proposal, the owner has also asked the County to construct a "four wire barbed wire fence along the north right of way line of the tract with posts of superior quality spaced at approximately 15 feet". The County has determined that the fence will cost \$921.20 and will be built with County forces.

(Use reverse side if needed)

Responsible Party and Authorized Amount	Fee Negotiator	\$500 or Less	Printed Name:	Date:
			Signature:	
	LPA Staff Negotiator	Up to \$1,000 or 10% of the Fair Market Value, not to exceed a settlement of \$2,500, except for items omitted from the appraisal process and supported by written estimates, not to exceed \$5,000.	Printed Name:	Date:
		Signature:		
LPA Agency Head	All other settlements	Printed Name:	Date:	
		Signature:		
Owner: Olson Farm			Tenant:	

Project:

Tract:

14

EXHIBIT A
TRACT 10- UNECONOMIC REMNANT

Commencing at the E 1/4 Corner of Section 27, Township 14 North, Range 32 West of the 6th P.M., Lincoln County, Nebraska; thence North 0 degrees 10 minutes 49 seconds East on the east line of said Section 27, a distance of 25.97 feet to the POINT OF BEGINNING at the point of curvature of a non-tangent curve, concave to the east, having a radius of 210 feet, a central angle of 27° 57' 53", and a chord of 133.51 feet bearing North 27 degrees 57 minutes 53 seconds West, thence northwesterly along said curve, an arc distance of 135.87 feet; thence North 9 degrees 25 minutes 46 seconds West, a distance of 226.61 feet; thence North 68 degrees 13 minutes 00 seconds East, a distance of 25.00 feet; thence North 9 degrees 25 minutes 46 seconds West, a distance of 96.43 feet to the southerly right-of-way of the Drainage District #1 ditch; thence easterly on said right-of-way to the east line of said Section 27; thence south on said east line to the POINT OF BEGINNING. Said described tract containing 0.67 acres or 28994.55 square feet, more or less.

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.: 14

THIS CONTRACT, made and entered into this _____ day of _____, 2011
by and between, OLSON FARMS, INC.
organized and existing under and by virtue of the laws of the State of Nebraska
Address: P.O. Box 307, Hershey, Nebraska, 69143
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	1.18 acres at \$ 4,000.00 per acre	\$ 4,720.00
Other Considerations:	Severance Damages 3.68 acres @ \$4,000.00 per acre	\$ 14,720.00
TOTAL		\$ 19,440.00

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

It is agreed and understood that Lincoln County, prior to construction of the project, will install fencing along the north right of way line of the tract being acquired for the project. The fencing will be "Four Strand Barbed Wire Fencing" and shall be constructed by Buyer at its sole cost and expense and shall require barbed wire manufactured in U.S. with 6" creosote corner posts and 4" creosote line posts spaced not more than 15' apart from each other. The fencing will become the responsibility of the property owner once the project has been completed. Also, the County agrees that it will not enter the uneconomic remainder and the well located outside of the acquisition area will not be impacted by the project and any damages after the project is completed will be the responsibility of the property owner.

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 _____, 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.

COUNTY OF LINCOLN)
(SEAL)

OWNER

OLSON FARMS, INC
Corporation

X _____
By

Attest

Dated this 19 day of APRIL, 2011

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

ANDREW L. OLSON, PRES.

the duly authorized representatives of
Olson Farms, Inc.

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 George E. Clough

STATE OF NEBRASKA)
)ss.

COUNTY OF LINCOLN

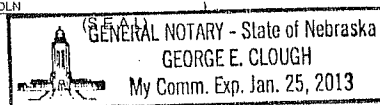


EXHIBIT "A"

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TRACT 14

A PARCEL OF LAND LYING IN SECTION 26 TOWNSHIP 14 NORTH RANGE 32 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF LINCOLN, NEBRASKA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

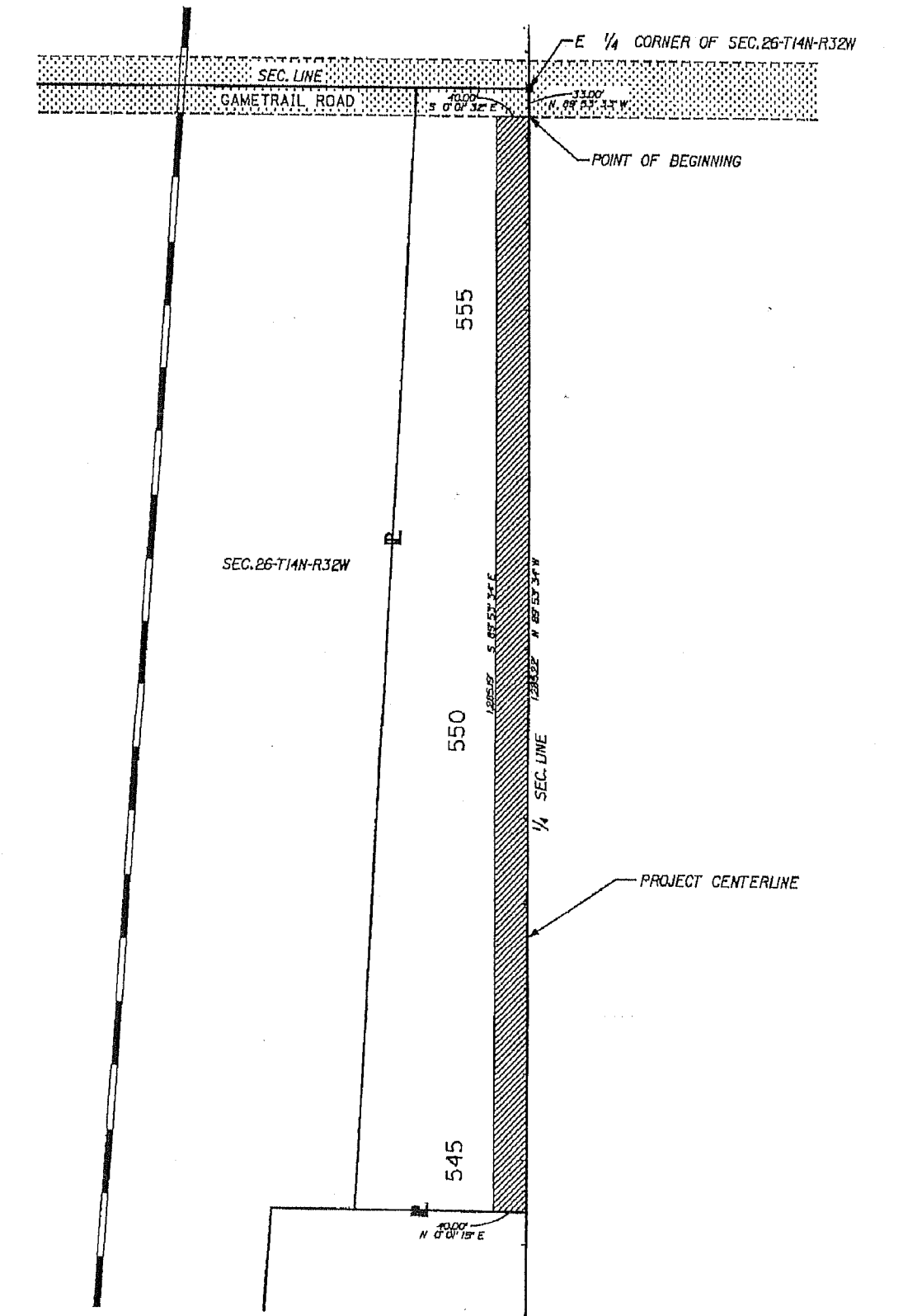
COMMENCING AT THE E 1/4 CORNER OF SECTION 26 TOWNSHIP 14 NORTH RANGE 32 WEST; THENCE NORTH 89 DEGREES 53 MINUTES 33 SECONDS WEST A DISTANCE OF 33.00 FEET, TO THE POINT OF BEGINNING FOR THE PARCEL TO BE DESCRIBED. FROM THE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 53 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 1285.22 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 15 SECONDS EAST A DISTANCE OF 40.00 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 34 SECONDS EAST A DISTANCE OF 1285.19 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 32 SECONDS EAST A DISTANCE OF 40.00 FEET, BACK TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 1.18 ACRES OR 51408.05 SQUARE FEET, MORE OR LESS.

EXHIBIT "A"

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NEW R.O.W. 1.18 AC.

SHEET 1 OF 1	PREV. R.O.W.		PROJECT NAME FRONT ROAD GRADE SEPARATION	PROJECT NO. RRZ-1390(3)	PREPARED BY
	NEW R.O.W.				
	TEMP. EASE.		RIGHT-OF-WAY TO BE ACQUIRED	SCALE NTS	DATE
	PERM. EASE.		TRACT 14	OWNER DUBON FARMS, INC.	LOCATION LINCOLN COUNTY, NEBRASKA
	CONTROLLED ACCESS			PREPARED FOR LINCOLN COUNTY, NE	