

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF LANCASTER COUNTY, NEBRASKA

IN THE MATTER OF INSTITUTING  
EMINENT DOMAIN PROCEEDINGS  
Project No. 701756  
Tracts No. 4 and 5

)  
) RESOLUTION NO. R-12-0012  
)  
)

WHEREAS, pursuant to the laws of the State of Nebraska, the County of Lancaster is charged with the duty of constructing, maintaining and improving county roads and bridges within the county, and is authorized to exercise the power of eminent domain in conjunction with its performance of such duties; and

WHEREAS, the County has concluded that it is necessary for the safety and convenience of the traveling public to improve South 98<sup>th</sup> Street from A Street to O Street, which improvements consist of road widening, re-grading of slope, culvert and driveway construction; and

WHEREAS, certain right-of-way, more particularly described and shown in Exhibits A and B, attached hereto and hereby incorporated by this reference, must be acquired in order to successfully improve South 98<sup>th</sup> Street from A Street to O Street; and

WHEREAS, the County has contacted Kevin Siebert, Attorney at Law and counsel for Par 5 Partners, L.L.C., the record owner of said property, and the County has made good faith offers to purchase from them the needed right-of-way shown and described in Exhibits A and B, attached hereto; and

WHEREAS, the County has made reasonable efforts to induce said individuals to accept its offers, as shown in Summaries of Contacts attached as Exhibit C, but has been unable to reach an agreement to purchase said property.

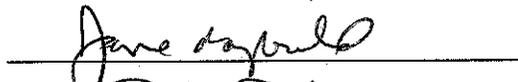
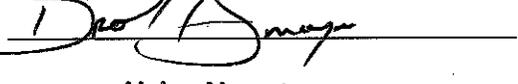
NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Lancaster County, Nebraska, that eminent domain proceedings be instituted in the County Court of Lancaster County, Nebraska, in order to acquire the needed right-of-way shown and described on Exhibits A and B, attached, from the above-named party.

DATED this 7 of February, 2012, at the County-City Building, Lincoln, Lancaster County, Nebraska.

BY THE BOARD OF COUNTY  
COMMISSIONERS OF LANCASTER  
COUNTY, NEBRASKA

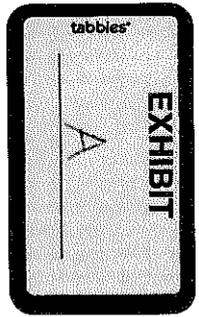
APPROVED AS TO FORM  
this 7 day of  
February, 2012.

  
Deputy County Attorney  
for JOE KELLY  
Lancaster County Attorney

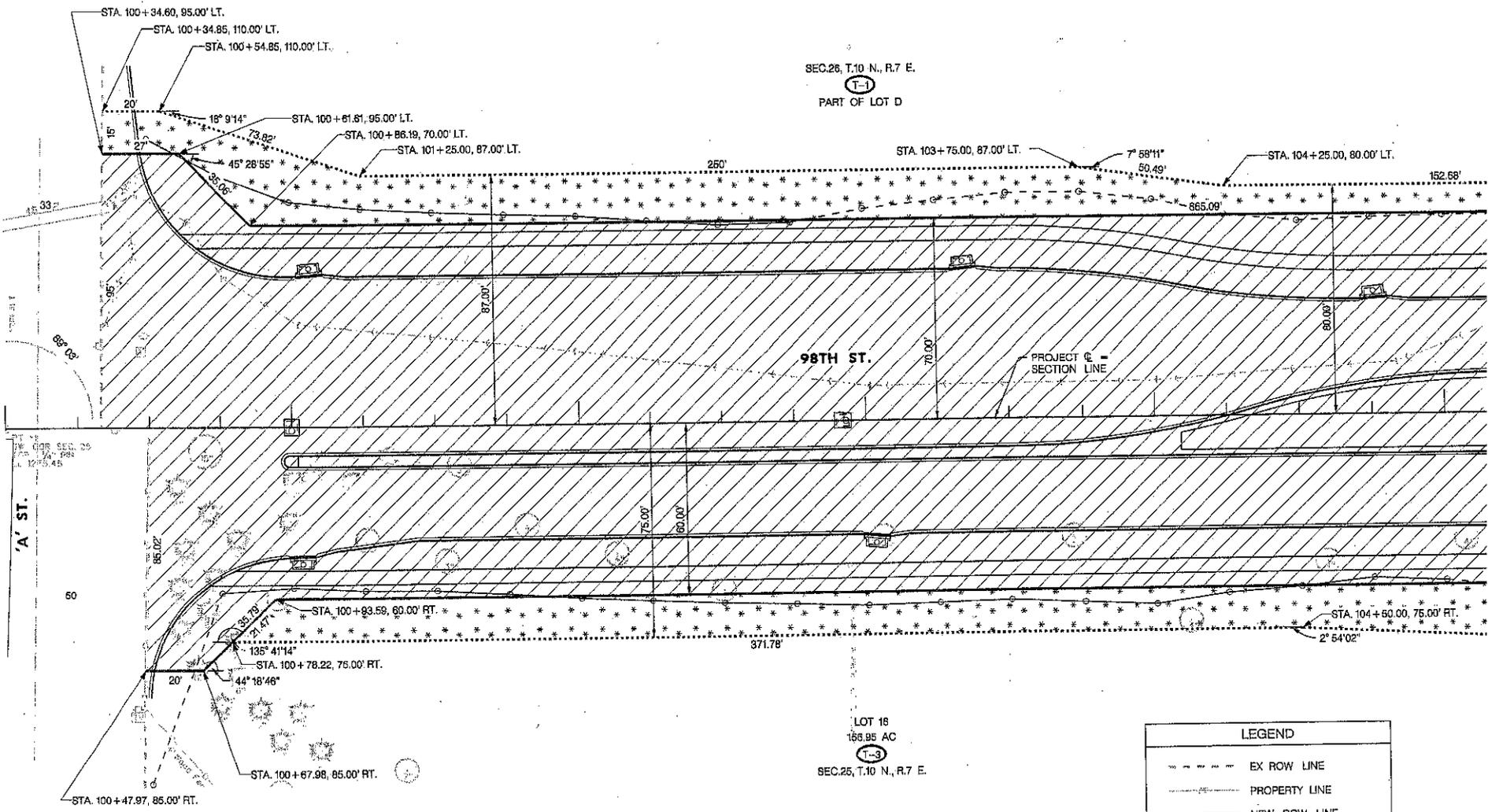
  
  
  
  
**Heier Absent**

PROJ: 70756.dwg  
 FILE: \\nas01\erwin\_parrish\d  
 DATE: 10/20/2011  
 DON: ...S...R...

OWNERSHIP			TAKING SQ. FT.	PERM. EASE. SQ. FT.	TEMP. EASE. SQ. FT.
TRACT NO.	OWNER	DESCRIPTION			
T-1	KENNETH C. AND MABEL M. SCHWEITZER	LOT D, SUBDIVISION OF THE EAST 1/2 OF 28-10-7	70,913	-	24,833
T-2	EAST O REALTY COMPANY	LOT A, SUBDIVISION OF THE EAST 1/2 OF 28-10-7	54,893	1,694	137,878
T-3	THOMAS J. AND RHONDA L. PEED	LOT 16, SW 1/4 OF 28-10-7	195,513	-	62,579
T-4	PAR 5 PARTNERS L.L.C.	S 1/2 NW 1/4, NW 1/4 OF 28-10-7	169,840	18,229	21,573
T-5	PAR 5 PARTNERS L.L.C.	LOT 8, NW 1/4 OF 28-10-7	168,894	1,247	51,762



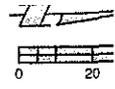
PROJ: 71115610  
 DES: 10/20/2011  
 DATE: 10/20/2011  
 DSK: 10/20/2011



LEGEND	
--- (dashed line)	EX ROW LINE
--- (dotted line)	PROPERTY LINE
— (solid line)	NEW ROW LINE
--- (line with asterisks)	PERMANENT EASEMENT



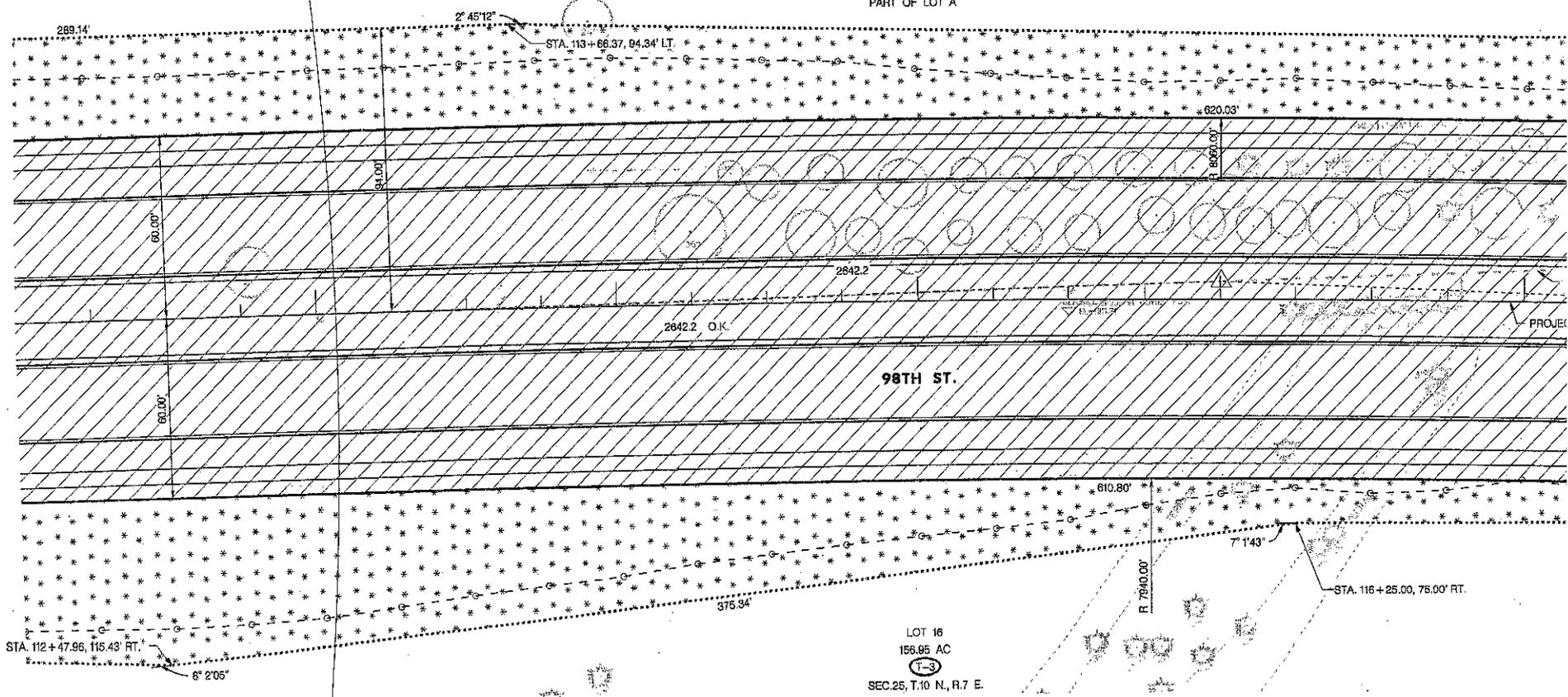
PROJECT: 707756-00  
USER: [unclear]  
DATE: [unclear]  
DRAWN BY: [unclear]



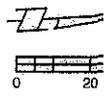
SEC. 26, T.10 N., R.7 E.

(T-2)

SUB. OF E.-2 SEC. 26-10-7  
PART OF LOT A

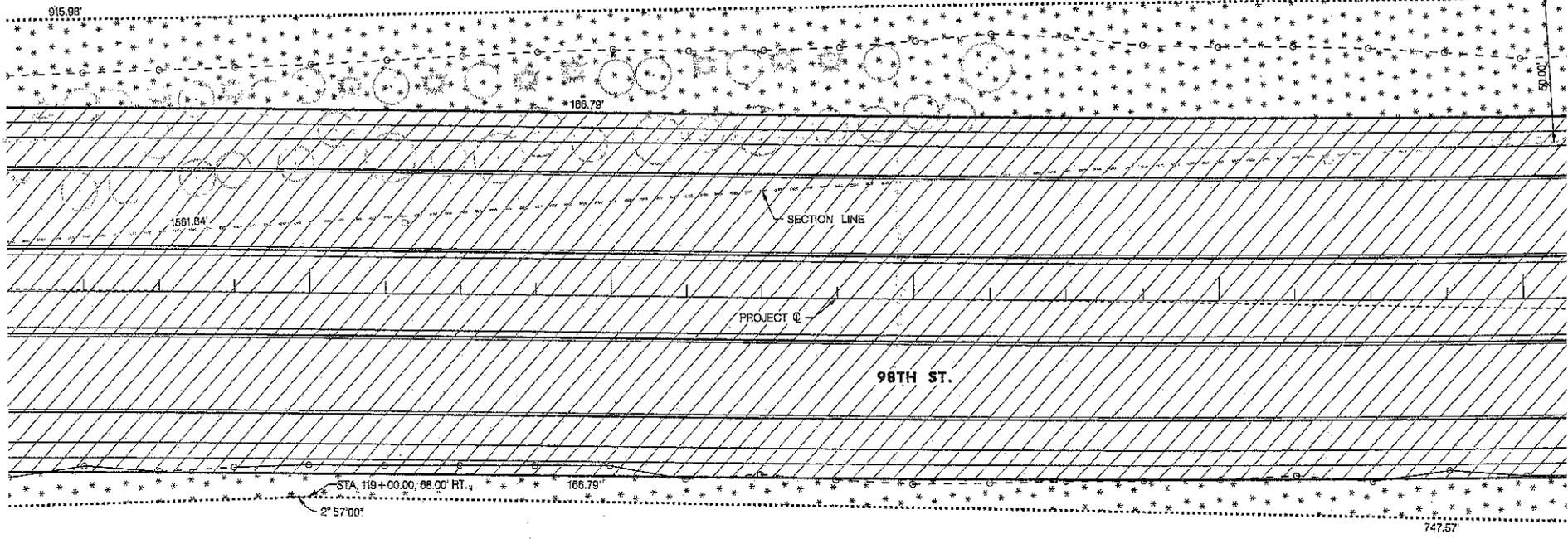


PROJ: 7/17/2014  
PEN: Nathan P. Perry, P.E.  
USER: shaw  
DATE: 10/22/2011  
DWN: S:\Projects\1045\1045.dwg



SEC. 26, T. 10 N., R. 7 E.  
T-2  
SUB. OF E-2 SEC. 26-10-7  
PART OF LOT A

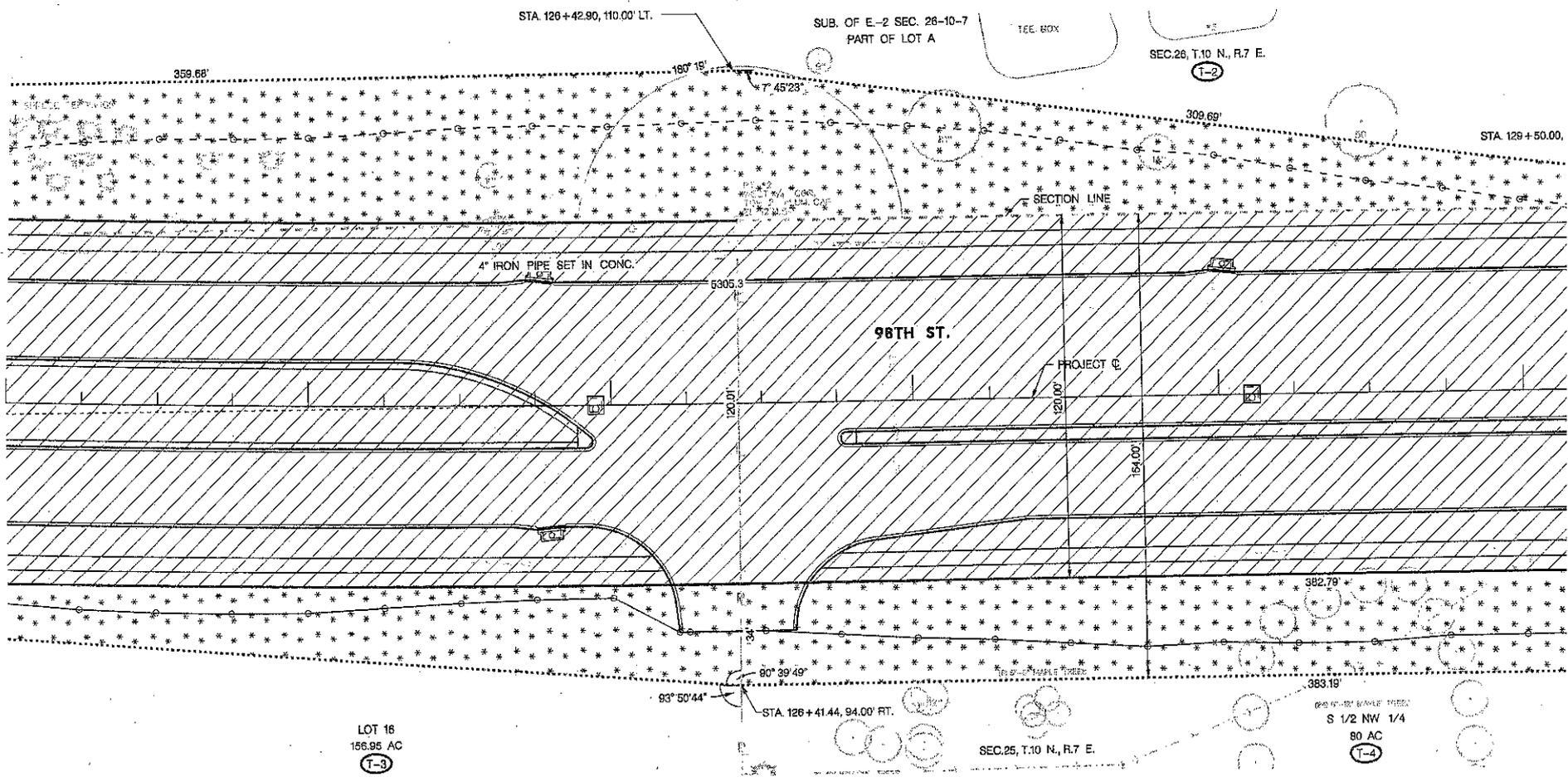
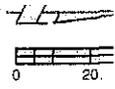
STA 122



LOT 16  
155.85 AC  
T-3  
SEC. 26, T. 10 N., R. 7 E.

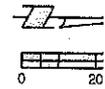
1241 PINE SEEDLINGS

PROJ: 70765.69  
 PEN: JAMES P. VIVIANO, JR.  
 DATE: 10/20/2011  
 DES: SHESSAUNO/TITSERVING, L.L.C.



LOT 16  
 156.95 AC  
 T-3

PROJ: 70855.dwg  
USER: jason  
DATE: 10/20/2011  
DWN: S:\Projects\70855\70855.dwg



SEC. 28, T. 10 N., R. 7 E.  
T-2  
SUB. OF E.-2 SEC. 28-10-7  
PART OF LOT A

TEE BOX #4

STA. 134 + 93.25, 116.40' LT.

STA. 134 + 89.20, 89.00' LT.

STA. 134 + 60.69, 80.00' LT.

533.88'

817.49'

SECTION LINE

123° 6' 47"

45.00'

120° 00' 00"

34.64'

PROJECT C

98TH ST.

STA. 130 + 24.60, 60.00' RT.

145'

STA. 134 + 39.60, 60.00' RT.

STA. 130 + 24.60, 100.00' RT.

415'

STA. 134 + 39.60, 100.00' RT.

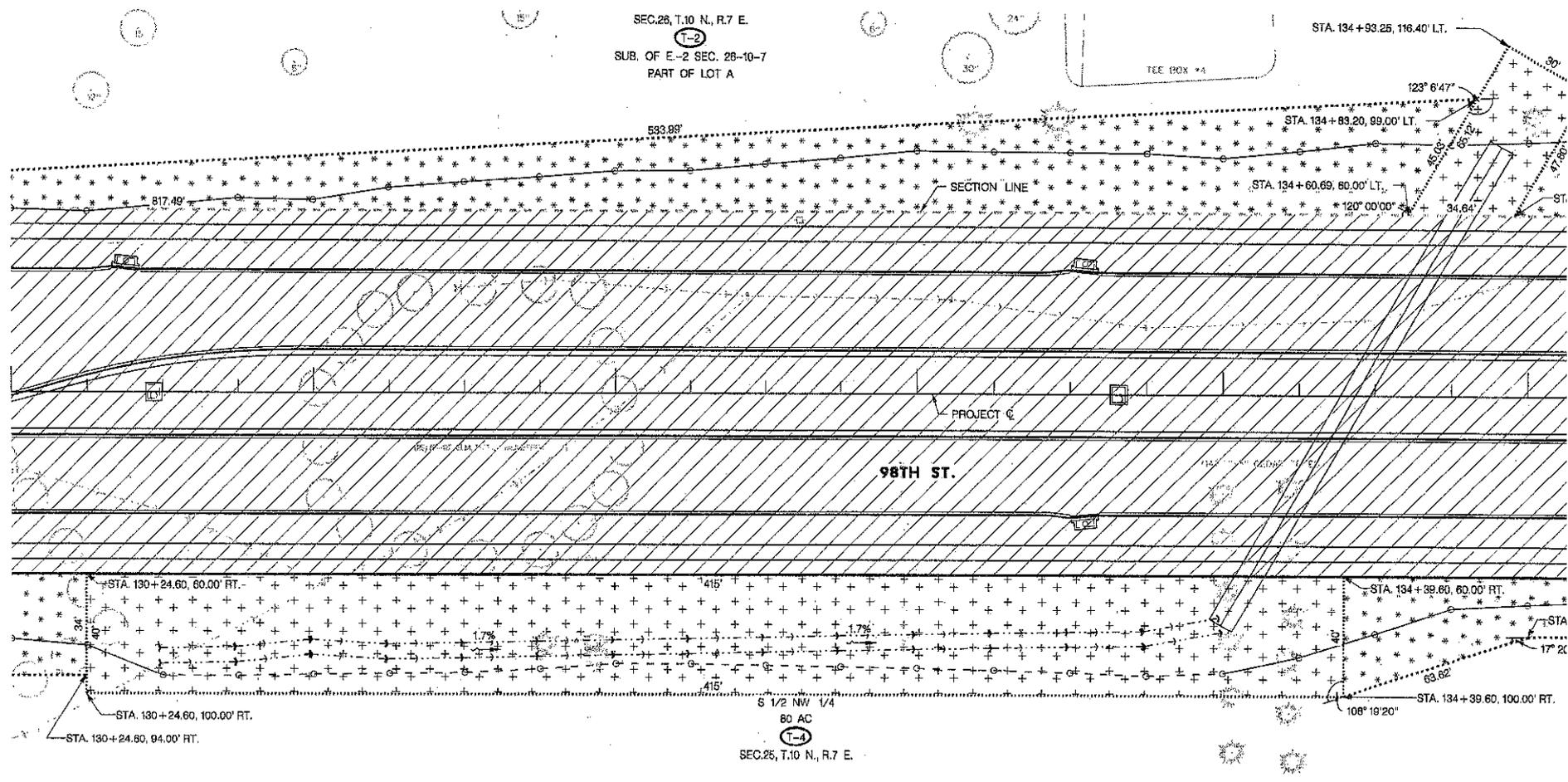
STA. 130 + 24.60, 94.00' RT.

S 1/2 NW 1/4  
80 AC  
T-4  
SEC. 28, T. 10 N., R. 7 E.

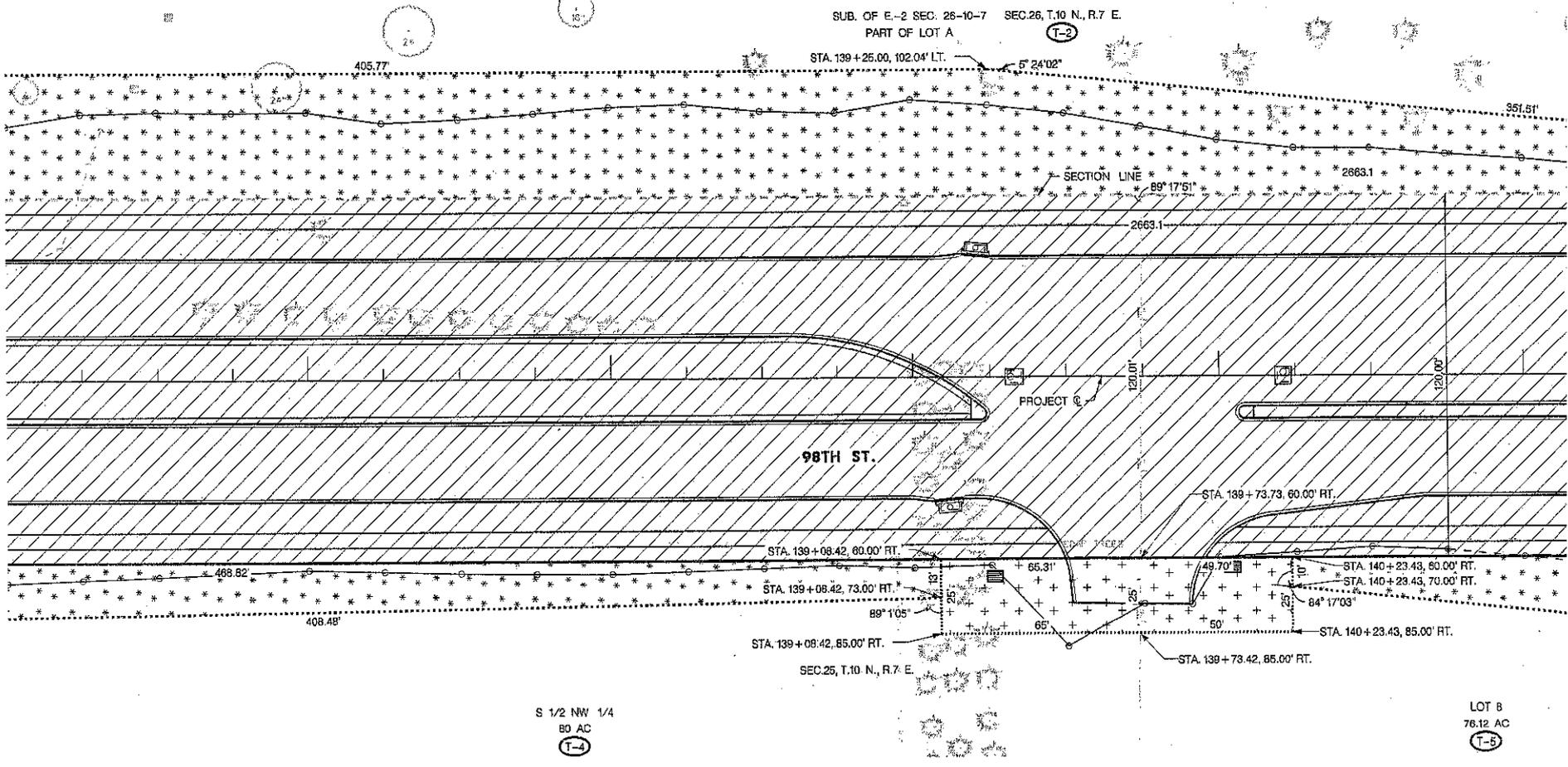
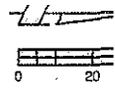
108° 19' 20"

17° 20'

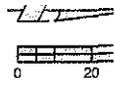
63.62'



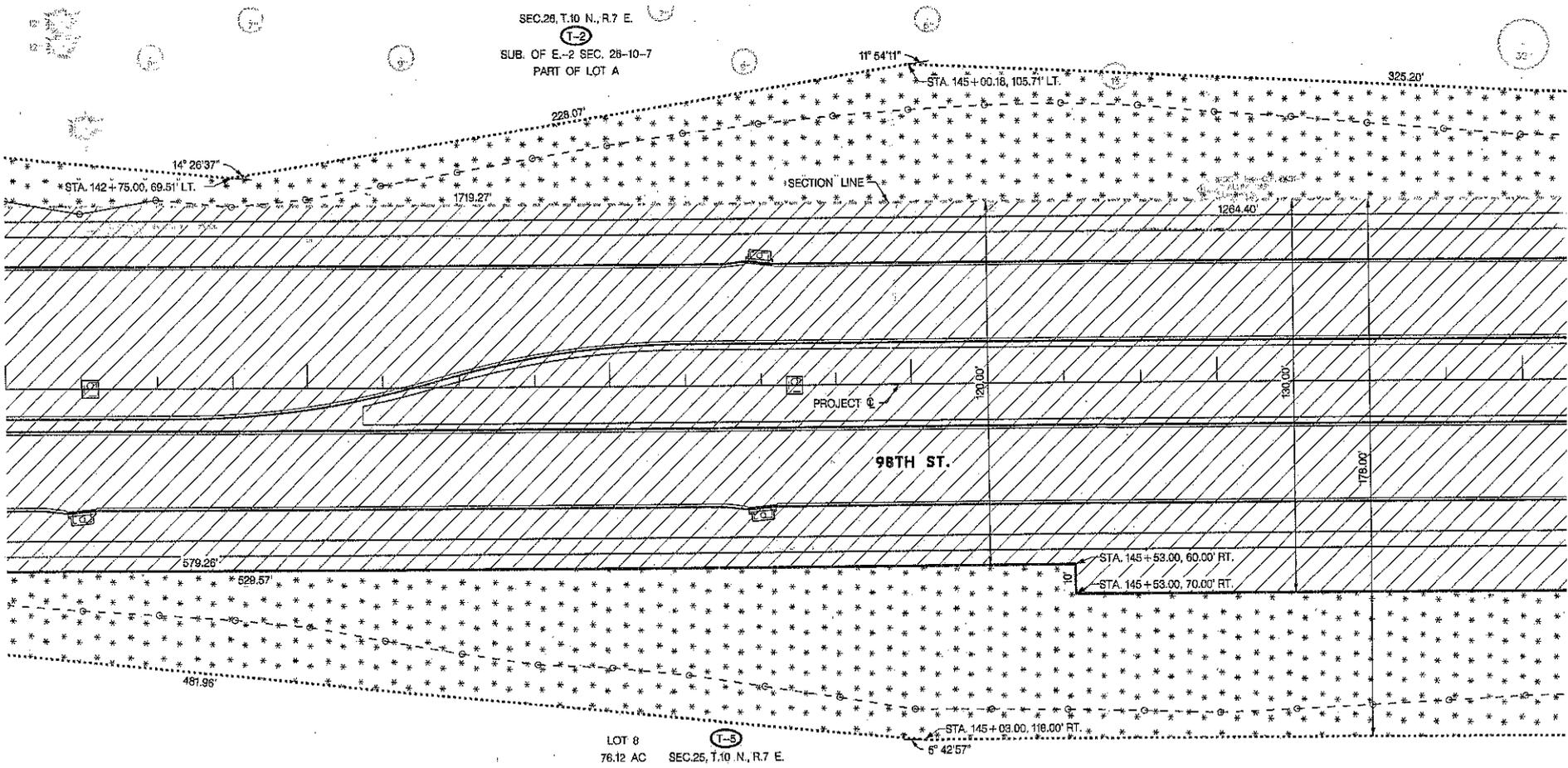
PROJ: 70756.00  
 PEA: ...  
 USER: ...  
 DATE: ...  
 DES: ...



PROJ: 707564.dwg  
PBR: ...  
DATE: 8/20/2011  
DRAWN: ...  
CHECKED: ...



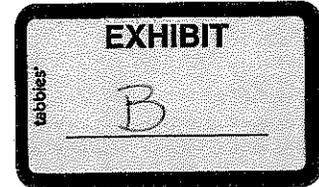
SEC. 28, T. 10 N., R. 7 E.  
**(T-2)**  
SUB. OF E.-2 SEC. 28-10-7  
PART OF LOT A



LOT 8  
76.12 AC  
SEC. 25, T. 10 N., R. 7 E.  
**(T-3)**



Project No. 701756  
Owner: Thomas J. Peed  
Par 5 Partners, LLC  
Location: 98<sup>th</sup> Street Widening - "A" to "O" St  
Lancaster County, NE  
Tract No.: 4



**Fee Simple as Measured by Stationing and Offsets from Project Section line**

From Sta. 126+41.44 to Sta. 139+73.73 a strip 60 ft. wide Right side

**Legal Description of Warranty Deed for part taken**

A portion of the S ½ of the NW ¼ of Section 25 Township 10 North, Range 7 East of the 6th Principal Meridian in the City of Lincoln, Lancaster County, Nebraska, more particularly described as follows:

The west 120.00 feet of the S ½ of the NW ¼, containing an area of 159,840 sq. feet more or less.

**Permanent Easement as Measured by Stationing and Offsets from Project Section line**

From Sta. 130+24.60 to Sta. 134+39.60 a strip 100 ft. wide Right side  
From Sta. 139+08.42 to Sta. 139+73.42 a strip 85 ft. wide Right side

**Legal Description of Permanent Easement**

A portion of the South Half (S½) of the Northwest Quarter of Section 25, Township 10 North, Range 7 East of the 6th P.M., Lincoln, Lancaster County, Nebraska, more particularly described as follows:

Commencing at the northwest corner of said Section 25, thence southerly on the west line of said Section 25, a distance of 1,865.00 feet, thence easterly along a line perpendicular to the previously described line, a distance of 120.00 feet to the Point of Beginning, thence continuing easterly along the previously described line, a distance of 40.00 feet, thence southerly along a line 160.00 feet east of and parallel to the west line of said Section 25, a distance of 415.00 feet, thence westerly along a line perpendicular to the previously described line, a distance of 40.00 feet, thence northerly along a line 120.00 feet east of and parallel to the west line of said Section 25, a distance of 415.00 feet to the Point of Beginning, containing an area of 16,600 square feet, more or less. And, also:

Commencing at the northwest corner of said Section 25, thence southerly on the west line of said Section 25, a distance of 1,329.40, thence easterly along a line which deflects 89° 17' 51" Left, a distance of 120.01 feet to the Point of Beginning, thence continuing easterly along the previously described line, a distance of 25.00 feet, thence south along a line 145.00 feet east of and parallel to the west line of said Section 25, a distance of 65.00 feet, thence westerly along a line perpendicular to the previously described line, a distance of 25.00, thence north along a line 120.00 feet east of and parallel to the west line of said Section 25, a distance of 65.31 feet to the Point of Beginning, containing an area of 1,629.00 square feet, more or less; for a combined total area of 18,229.00 square feet, more or less.

Project No. 701756  
 Owner: Thomas J. Peed  
 Par 5 Partners, LLC  
 Location: 98<sup>th</sup> Street Widening - "A" to "O" St  
 Lancaster County, NE  
 Tract No.: 4

**Temporary Easement as Measured by Stationing and Offsets from Project Section line**

From Sta. 126+41.44	to Sta. 130+24.60	a strip 94 ft. wide	Right side
From Sta. 134+39.60	to Sta. 135+00.00	a strip 100 - 80 ft.	Right side
From Sta. 135+00.00	to Sta. 139+08.42	a strip 80 - 73 ft.	Right side

**Legal Description of Temporary Easement**

A portion of the South Half (S $\frac{1}{2}$ ) of the Northwest Quarter of Section 25, Township 10 North, Range 7 East of the 6th P.M., Lincoln, Lancaster County, Nebraska, more particularly described as follows:

Commencing at the northwest corner of said Section 25, thence southerly on the west line of said Section 25, a distance of 2,280.00 feet, thence easterly along a line perpendicular to the previously described line, a distance of 120.00 feet to the Point of Beginning, thence continuing easterly along the previously described line, a distance of 34.00 feet, thence southerly along a line 154.00 feet east of and parallel to the west line of said Section 25, a distance of 383.19 feet, thence westerly along a line which deflects 90° 39' 49" Right, a distance of 34.00 feet, thence northerly along a line 120.00 feet east of and parallel to the west line of said Section 25, a distance of 382.79 feet to the Point of Beginning, containing an area of 13,022 square feet, more or less. And, also:

Commencing at the northwest corner of said Section 25, thence southerly on the west line of said Section 25, a distance of 1,865.00 feet, thence easterly along a line perpendicular to the previously described line, a distance of 120.00 feet to the Point of Beginning, thence northerly along a line 120.00 feet east of and parallel to the west line of said Section 25, a distance of 468.82 feet, thence easterly along a line perpendicular to the previously described line, a distance of 13.00 feet, thence southerly along a line which deflects 89° 1' 5" Right, a distance of 408.48 feet, thence southeasterly along a line which deflects 17° 20' 25" Left, a distance of 63.62 feet, thence westerly along a line which deflects 108° 19' 20" Right, a distance of 40.00 feet to the Point of Beginning, containing an area of 8,551 square feet, more or less; for a combined total area of 21,573 square feet, more or less.

Project No. 701756  
Owner: Thomas J. Peed  
Par 5 Partners, LLC  
Location: 98<sup>th</sup> Street Widening -"A" to "O" St  
Lancaster County, NE  
Tract No.: 5

**Fee Simple as Measured by Stationing and Offsets from Project Section line**

From Sta. 139+73.73	to Sta. 145+53.00	a strip 60 ft. wide	Right side
From Sta. 145+53.00	to Sta. 145+53.00	a strip 60 - 70 ft. wide	Right side
From Sta. 145+53.00	to Sta. 152+13.04	a strip 70 ft. wide	Right side
From Sta. 152+13.04	to Sta. 152+37.75	a strip 70 ft.- 95 ft. wide	Right side

**Legal Description of Warranty Deed for part taken**

A portion of Lot 8, an Irregular Tract in the NW ¼ of Section 25 Township 10 North, Range 7 East of the 6th Principal Meridian in the City of Lincoln, Lancaster County, Nebraska, more particularly described as follows:

Commencing at the northwest corner of said Section 25, thence southerly on the west line of the NW ¼ of said Section 25, a distance of 65.00 feet, to the Point of Beginning, thence easterly along a line 65.00 feet south of and parallel to the north line of said Section 25, a distance of 155.00 feet, thence southwesterly along a line which deflects 134 degrees 39 minutes 26 seconds right, a distance of 35.15 feet, thence southerly along a line 130.00 feet east of and parallel to the west line of said Section 25, a distance of 660.05 feet, thence westerly along a line perpendicular to the previously described line, a distance of 10.00 feet, thence southerly along a line 120.00 feet east of and parallel to the west line of said Section 25, a distance of 579.26 feet to the south line of Lot 8, thence westerly along the south line of said Lot 8, a distance of 120.00 feet to the west line of said Section 25, thence northerly along the west line of said Section 25, a distance of 1264.40 feet to the Point of Beginning, containing an area of 158,894 sq. feet more or less.

**Permanent Easement as Measured by Stationing and Offsets from Project Section line**

From Sta. 139+73.42	to Sta. 140+23.43	a strip 85 ft. wide	Right side
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**Legal Description of Permanent Easement**

A portion of Lot 8, Irregular Tract, located in the Northwest Quarter of Section 25, Township 10 North, Range 7 East of the 6th P.M., Lincoln, Lancaster County, Nebraska, more particularly described as follows:

Commencing at the northwest corner of said Section 25, thence southerly on the west line of said Section 25, a distance of 1,329.40 feet, thence easterly along a line which deflects 89° 17' 51" Left, a distance of 120.01 feet to the Point of Beginning, thence continuing easterly along the previously described line, a distance of 25.00 feet, thence north along a line 145.00 feet east of and parallel to the west line of said Section 25, a distance of 50.00 feet, thence westerly along a line perpendicular to the previously described line, a distance of 25.00 feet, thence south along a line 120.00 feet east of and parallel to the west line of said Section 25, a distance of 49.71 feet to the Point of Beginning, containing an area of 1,247.00 square feet, more or less.

Project No. 701756  
Owner: Thomas J. Peed  
Par 5 Partners, LLC  
Location: 98<sup>th</sup> Street Widening -"A" to "O" St  
Lancaster County, NE  
Tract No.: 5

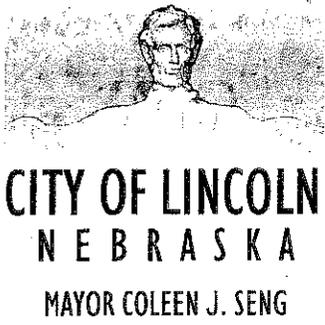
**Temporary Easement as Measured by Stationing and Offsets from Project Section line**

From Sta. 140+23.43	to Sta. 145+03.00	a strip 70 - 118 ft. wide	Right side
From Sta. 145+03.00	to Sta. 152+37.47	a strip 118 ft. wide	Right side

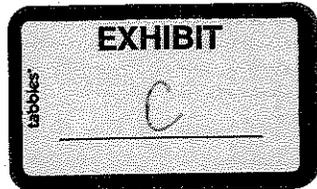
**Legal Description of Temporary Easement**

A portion of Lot 8, Irregular Tract, located in the Northwest Quarter of Section 25, Township 10 North, Range 7 East of the 6th P.M., Lincoln, Lancaster County, Nebraska, more particularly described as follows:

Commencing at the northwest corner of said Section 25, thence southerly on the west line of said Section 25, a distance of 1,281.18 feet, thence easterly along a line perpendicular to the previously described line, a distance of 120.00 feet to the Point of Beginning, thence northerly along a line 120.00 feet east of and parallel to the west line of said Section 25, a distance of 529.57 feet, thence easterly along a line perpendicular to the previously described line, a distance of 10.00 feet, thence north along a line 130.00 feet east of and parallel to the west line of said Section 25, a distance of 660.05 feet, thence northeasterly along a line which deflects 45° 20' 34" Right, a distance of 35.15 feet, thence easterly along a line 65.00 feet south of and parallel to the north line of said Section 25, a distance of 23.00 feet, thence southerly along a line 178.00 feet east of and parallel to the west line of said Section 25, a distance of 734.47 feet, thence southwesterly along a line which deflects 5° 42' 57" Right, a distance of 481.96 feet, thence westerly along a line which deflects 84° 17' 3" Right, a distance of 10.00 feet to the Point of Beginning, containing an area of 51,762.00 square feet, more or less



lincoln.ne.gov  
 Urban Development Department  
 Marc Wuillschleger, Director  
 Haymarket Square  
 808 "P" Street  
 Suite 400  
 Lincoln, Nebraska 68508  
 402-441-7606  
 fax: 402-441-8711



Project: South 98th Street

Tract No.: 4 & 5

ate: \_\_\_\_\_

Dear Par 5 Partners LLC:

This letter contains information about the proposed purchase of your property. The offer contained in the contracts you have received is based on a reviewed estimate of just compensation that we believe reflects the fair market value of your property.

The legal description and location of your property is:

A portion of the South Half of the Northwest Quarter of Section 25, and a portion of Lot 8, Irregular Tract, located in the Southwest Quarter of Section 25, all in Township 10 North, Range 7 East of the 6th P.M., Lincoln, Lancaster County, Nebraska

The legal title we need is:

Fee Taking, Permanent and Temporary Easements

The improvements we are purchasing from you are:

None

The improvements we are purchasing that are owned by someone else are:

None

We will pay reasonable, necessary costs for the following:

- (a) Recording fees, transfer taxes, documentary stamps, evidence of title, boundary survey, legal descriptions, and similar expenses incidental to selling us your land.
- (b) Penalty costs and other charges for prepayment of preexisting recorded mortgage.
- (c) Pro rata share of real estate taxes allocable to the period after we purchase your land.

In most cases, we will pay these costs directly so that you will not have out-of-pocket expenses.

You are also eligible for certain expenses if a court decides that we cannot condemn your property, if we abandon a condemnation of your property, or if you are successful in an inverse condemnation action.

You may appeal our decision of your eligibility for the amount of the previously described payments. Your written appeal must be filed with us within 60 days after we have given you written notice of our original decision. If you are still not satisfied after our review of your appeal, you may seek judicial review of our final decision.

Sincerely,

Michelle R. Backemeyer  
 Real Estate and Relocation Agent  
 Housing Rehab and Real Estate Division





Dan L. Cuda  
Steven O. Shaw

1201 High Street  
Lincoln, NE 68502

Telephone Numbers  
Local - 402-421-7777  
- 402-421-7744  
Nationwide - 800-742-7852  
Fax - 402-421-7775

January 26, 2007

Par 5 Partners, L.L.C.  
Thomas J. and Rhonda L. Peed  
PO Box 82545  
Lincoln NE 68501

REFERENCE: 98th Street, 'A' Street to 'O' Street Paving  
Project Number 701-756

TRACTS 4 and 5

Dear Mr. and Mrs. Peed:

By now you have been notified by the City of Lincoln about this project. The City is in the early planning stages for the construction of 98th Street between 'A' Street and 'O' Street. Right of Way plans and appraisals have been completed for the new street. The City of Lincoln has completed Right of Way and Easement contracts for your property.

Our company, Freedom Marketing Inc., (FMI) has been contracted by them to secure certain easements and the Right of Way needed for the project. We would like to meet with you to review the appraisal and to secure your approval of the required contracts. Enclosed you will find COPIES of all the documents you will be required to sign and color-coded map layouts of the project.

After reviewing this information, if you have any questions or require further explanation how this project affects you before we meet, please call us at 402-421-7777 or 402-421-7744.

We will be contacting you within the next week to set up a time to meet with you. Because we have the necessary maps and related information to discuss this matter in detail, we would like to meet with you in our office at 1201 High Street. However, we would also be willing to meet with you at your place of business, your home, or on the construction site.

Respectfully,

A handwritten signature in cursive script that reads "Steven Shaw".

Steven Shaw  
Negotiator

**COPY**

Par 5 Partners, L.L.C.  
PO Box 82545  
Lincoln, NE 68501

RE: C55-K-412(2)  
Tract 4 and 5

To Whom It May Concern:

This information letter is presented to you in addition to the information set forth on the Right-of-Way Contract you have received in order to explain certain matters pertaining to the proposed right-of-way acquisition.

As the result of the passage of Public Law 91-646 (more commonly known as the Uniform Relocation Assistance in Real Property Acquisition Policy Act of 1970), certain uniform real property acquisition practices became requirements.

Lancaster County has provided you with information which is the basis for our determination of Fair Market Value for your property. More specifically the information is as follows:

- A. Legal description for the identification of the real property to be acquired:  
A part of Lot 8, I.T. in the NW ¼ and the S ½ of the NW ¼ all of Section 25, Township 10 North, Range 7 East, of the 6<sup>th</sup> Principal Meridian, Lancaster County, Nebraska.
- B. Type of interest being acquired: **Fee Simple and Permanent Easement**
- C. Improvements including fixtures which are to be acquired: **NONE**
- D. Improvements including fixtures which are to be acquired which are not owned by the Owner of the land: **NONE**
- E. Identification of personal property to be acquired: **NONE**

City of Lincoln  
98<sup>th</sup> Street "A" to "O"  
Project no. 701-756  
Tract 3 - Peed.  
February 20, 2007

Meeting was held in FMI office. Kevin Siebert represented "Peed" family. I had the map laid out and we did a brief review of the taking. Kevin stated he had several maps and elevation sheets. His first question was if there was a time frame for the construction of the street. I told him there was not a date set.

He explained that the Peed's own 400 acres of land between "O" and "A" and an additional 80 acres to the east. He went on to say, they have no desire to or any intentions to develop any of the land. They desire to maintain it as it is and keep the land in their possession.

One major concern they have expressed since the beginning of meetings with the City is the proximity of the street to the out buildings, Tennis courts, swimming pool etc. The elevations are critical, as ideally from Peed's point of view because of the noise and lights they would like to see the street lower than the land, especially near the house where there is a hill to the west.

Another matter they would like to be able to move the driveway to the house further to the east, if and when 98<sup>th</sup> street becomes a reality, as this would put the current driveway very close to the street turn. The Peed's protect their privacy and would not want people using their drive. Therefore moving the driveway to the east of a line directly south of the house would help them maintain their privacy. On the aerial map there is a driveway going off "A" to the south, this might be a good location to move their driveway.

At this point, Kevin said there was one major concern the Peed's have, that being the timing of the street construction and the timing of the transfer of the land to City control. He went on to say if this issue can be resolved then all other matters, such as compensation and exact location of the street could easily be resolved.

He went on to say they would be willing to negotiate the taking, easements and compensation at this time. The compensation would be based on the current appraised land values. The easements would not have to be determined until later if that was what the City wanted.

This is my understanding of what they would like to do. The necessary documents would be prepared and signed by all parties. However, transfer of ownership would not take place until one year prior to the letting of the actual construction project. In essence this would act like a "Right to Buy" but all details would be agreed to and signed but not executed.

The reasoning behind this is very simple. At this time there is no construction date set and the actual construction may not take place for a number of years. If the land was transferred at this time to the City, then several negative matters could occur.

1. City would have to maintain the area.
2. The City would have to control the unauthorized use of the area, an example people using the area for biking or motorcycle paths.
3. People could start driving over the area in 4 - wheel drive vehicles or snow mobiles, creating a dirt road.
4. Hunters could use the land.
5. People could walk dogs on the land.

With the property in control of the City the unauthorized uses would be difficult to prohibit and the City would have to police such uses. If the land remains in the ownership of the Peed's then they would still have the authority to control undesired use of the land.

Additional as part of the agreement the Peed's would agree to maintain the areas eliminating the cost to the City. They would further agree to not allow any change the topography of the land and or allow any construction on the land.

The City would have to agree that no road could be constructed after the transfer of the land to the City that was not as good as or better than the one currently being considered and negotiated.

I then discussed with Kevin the possibility of their being a change to the current plans for the street as there may be a problem with Hillcrest on the north end of the property. I told him the street might end up needing to be moved to further to the east. I told him that Hillcrest would be willing to move the street further on to their property on the south end to compensate for taking more of the Peed land on the north.

He stated while he would have to see the changes, he was sure if the transfer of ownership issue could be resolved that the Peed's would most likely not be overly concerned about the north end property, especially if they keep more of the land on the south end.

We discussed that they may not be the latest versions and decided we should request all new aerial maps and elevation sheets.

I asked Kevin if the documentation would be difficult to put together. He said it would not. I then suggested that he prepare the documentation the way they would like to see it prepared and give me a copy to present to the City. He agreed to do so.

The meeting then ended.



Steven O. Shaw  
Freedom Marketing Inc.  
1201 High Street  
Lincoln NE 68502

March 27, 2007

Re: 98<sup>th</sup> Street, "A" to "O"

Steve:

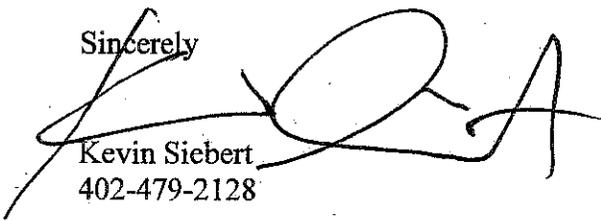
Pursuant to our discussions, attached is a draft agreement for the sale of Mr. and Mrs. Peed's 98<sup>th</sup> Street right of way between "A" and "O". Par 5 Partners would sign a similar agreement for the north half of the segment.

The purpose of the agreement is to determine price and other terms and conditions now, but delay transfer and settlement until the County or City are ready to proceed with construction.

The agreement probably needs some additional detail, but this draft should be a good starting point for discussion.

Please call me with questions or comments.

Sincerely

  
Kevin Siebert  
402-479-2128

## Sandhills Publishing

120 WEST HARVEST DRIVE • LINCOLN, NE 68521-4408  
PO BOX 82545 • LINCOLN, NE 68501-2545 • 800-331-1978 • 402-477-8900

8920 EAST RAIN TREE DRIVE • SCOTTSDALE, AZ 85260-7024  
888-565-7704 • 480-444-1260

# CALL REPORT

XX NEGOTIATION  
RELOCATION ASSISTANCE

DATE	AMOUNT OFFERED	SALVAGE OFFERED	COUNTER OFFER	PERSONS PRESENT	VISIT NO.
8/21/07	T-3 \$131,535 Ts 4 & 5 \$208,520	None	None	Kevin Siebert, Thomas Peed, Kent Evans, Don Thomas, Thomas Fox, & Doug Pillard	1

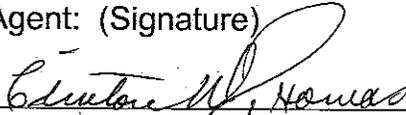
## Report of Discussion

The initial purpose of the meeting was to iron out the details of the right-of-way contract. Discussions were held primarily between Don Thomas and Thomas Fox with the County and Mr. Peed and his attorney revolving around whether the County would buy the land and lease it back to Peed for that interim between the time the County had acquired it and they were ready to build their project, or whether a deed and cash payment could be placed in escrow until such time as the County needed the land to build the project. Mr. Peed's concern was whether the plans would change between now and the time the project was built and wanted to place the plans in escrow and lock the County to building the project as currently designed. After much discussion, it was decided the County would look into whether they could escrow the money and the deeds and place a copy of the plans in escrow with the intent the project would be built according to those plans with any modifications required for changes in the design standards of the street. It was also agreed the County would relocate Peed's driveway as part of the project.

After the meeting broke up, I told Mr. Siebert and Mr. Peed I would like to discuss the money issue since I had been involved in many dealings where a great amount of time and effort had been expended ironing out all the other details only to find out we were so far apart on the price we would not reach a contractual agreement anyway. I also told him it was senseless for the County and himself to do a lot of work drawing up agreements if the matter ultimately would wind up in condemnation. We discussed the offer briefly and they wanted to know the basis per acre of the offer. I told them it was \$28,000.00 per acre and showed them the amount on the two contracts. While not directly stating that the offer was acceptable, Mr. Peed gave me the indication he probably would accept it. His only question revolved around the driveway and indicated he may want to move the driveway prior to the project ever being built. I told him in past instances where the landowner wanted to perform some portion of the work themselves, we had been willing to pay them the amount of money we expected it to cost based on our estimates and they simply could do the work whenever they chose to, or not at all; but we would delete it from our project and if they did not do it, it would not get done. Mr. Peed indicated that seem like a reasonable solution to him. Mr. Siebert said they would like to discuss the issue before making a decision. I told him that was fine and I just wanted to make sure we were going to get together on the money issue before a lot of time and effort was wasted. He said he understood. I then thanked them for their time and we departed.

Project: South 98th Street, A - O, 701756  
Tract No.: 3, 4, and 5  
Property Tenant: None  
Property Owners: T-3 - Thomas J. Peed, Trustee  
Ts 4 & 5 - Par 5 Partners

Agent: (Signature)

  
\_\_\_\_\_  
Clinton W. Thomas

Date: Aug 22, 2007

dge

# CALL REPORT

XX NEGOTIATION  
RELOCATION ASSISTANCE

DATE	AMOUNT OFFERED	SALVAGE OFFERED	COUNTER OFFER	PERSONS PRESENT	VISIT NO.
1/14/08	T-3 \$132,207 Ts 4 & 5 \$219,552	None	None	Roger Figard, Tom Fox, Kent Evans, Rick Peo, Doug Pillard, & Kevin Siebert	

## Report of Discussion

We met to discuss the right-of-way taking from the Peed property. Roger started the meeting by apologizing to Mr. Siebert over the length of time it had taken to get the matter brought to a conclusion. He then went over several points in the proposed escrow agreement with Mr. Siebert. Roger indicated he was not totally in favor of putting a deed in escrow, but would still rather have title to the land with Mr. Peed having the ability to use the land and nothing physically changing to indicate to any casual observer that ownership had changed. Mr. Siebert indicated that was not acceptable to his client and that was why they had gone down the road of trying to set up an escrow agreement. Roger said he was willing to tie down the plans for the project as they currently were subject to any changes that might occur because of design standard changes. He said he was pretty confident the road would be built pretty much as it was designed. Doug Pillard said in all likelihood they would grade the road to a four-lane divided roadway, but only surface two lanes of it until such time as they needed the additional lanes to handle the traffic.

Roger said he was uncomfortable with the escrow agreement terminating in 2020 as that did not really allow much time. He said the current plans for the road was that it would not be built for 10 years and a termination date 12 years in the future did not allow for much time if the project would slide again. He said since our long-range traffic plans extended to 2030 he would like to see that date in the agreement just to give us enough time to build the road even if funding continued to be a problem. Mr. Siebert said he thought that would be okay with his client. Mr. Siebert also made the comment that he felt if the County placed the money in escrow it could be placed in an interest-bearing account with the money to go to the County which would help offset the cost of the escrow.

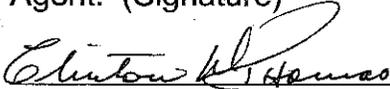
When the language generally had been worked out for the escrow agreement, Roger asked about the proposed compensation. Mr. Siebert indicated he did not think there was a problem with that and his client would be amenable to accepting the City's offer. The one thing he brought up was the cost to relocate the driveway. I told him it was my recollection the City would have to relocate that driveway some distance anyway as it would be too close to the new roadway and, as I recalled, we had said we would be willing to give them the estimated cost of relocating that driveway as a cost to cure item in the offer and Mr. Peed could relocate the driveway where ever he would like to move it.

Roger brought up the fact since Mr. Peed had a desire to have both left in and left out turning movements into his driveway we would request the driveway be located somewhere near the proposed quarter-mile spacing for median breaks on arterial roads. Mr. Siebert said they could do that. Roger also stated the escrow agreement could read if the driveway did not line up with a proposed median break access on the property across the road we would shift it at the time the A Street project was built so it would line up.

I asked Mr. Siebert if he could find out who had put in the entrance gate, security system, and intercom so I could get an estimate to relocate that stuff as that would also be the cost of moving the driveway. He said he would ask Mr. Peed for that contractor's name and get it to me. There was no other discussion concerning this matter and the meeting adjourned.

Project: South 98th Street, A - O, 701756  
Tract No.: 3, 4, and 5  
Property Tenant: None  
Property Owners: T-3 - Thomas J. Peed, Trustee  
Ts 4 & 5 - Par 5 Partners

Agent: (Signature)

  
Clinton W. Thomas

Date: Jan 17, 2008

dge

# CALL REPORT

XX NEGOTIATION  
RELOCATION ASSISTANCE

DATE	AMOUNT OFFERED	SALVAGE OFFERED	COUNTER OFFER	PERSONS PRESENT	VISIT NO.
2/5/08	\$	None	None	Kevin Siebert	

## Report of Discussion

I called Mr. Siebert on the telephone and asked him if he had talked to Mr. Peed and whether he had gotten the name of the contractor they were going to ask to do the work moving the gate and intercom system when their driveway was relocated. He said he had gotten my previous message I had left for him on January 24<sup>th</sup> and he had called Mr. Peed, but he had not received an answer. He said he would try to get me an answer as soon as he could. I told him I would be waiting to hear from him. I then thanked him for his time and we hung up.

Project: 98th Street Widening, A - O, 701756.  
Tract No.: 3 - 5  
Property Tenant:  
Property Owners: Thomas & Rhonda Peed; Par 5 Partners, L.L.C.

Agent: (Signature)

  
Clinton W. Thomas

Date: Feb 6, 2008

dge

2/25/08 Left message asking for contractor's name. 

# CALL REPORT

XX NEGOTIATION  
RELOCATION ASSISTANCE

DATE	AMOUNT OFFERED	SALVAGE OFFERED	COUNTER OFFER	PERSONS PRESENT	VISIT NO.
3/11/11	\$152,922 T-3 \$254,562 T-4 & 5	None	None	Kevin Siebert	

## Report of Discussion

I met with Mr. Siebert and told him it appeared we had reached an impasse on negotiations with Mr. Peed. I told him the City and the County wanted to move forward with this project. I told him we wanted to bring this matter to completion and the decision had been made to move forward with acquisition through condemnation if needed. I told him in order to do that we had updated our appraisal to a current date and presented him with the new Right-of-Way Contracts, Permanent and Temporary Easements applicable to each of the tracts. I explained that Mr. Allen had updated the appraisal and the land values reflected a slightly higher value than at the time of the original appraisal. I told him, however, the consideration for relocating the driveway had been taken off the table since that was not required of the project. I also told him in the appraiser's opinion since highest and best use was for a more intense urban development the trees and fencing were considered to have no contributory value. I told him I thought in the original appraisal there had been some value attributed to them. Mr. Siebert said he thought the whole discussion involving the driveway was because it needed to be moved. I told him that had been my understanding also, but I had specifically asked that question of our design engineers and they said it was not going to be necessary for that driveway to be relocated in order to construct the 98<sup>th</sup> Street project. I told him I had also specifically asked if it was going to be too close to the intersection and they said it was not and could stay right where it was. He said Mr. Peed had not wanted to move his driveway in the beginning. I told him I thought that had somewhat transpired because of Mr. Peed's desire to have his driveway at a proposed median break if A Street were ever widened to a four-lane divided roadway.

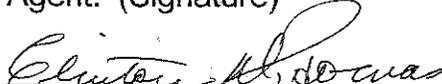
Mr. Siebert asked me if anything actually would happen on this project. I told him we definitely would move forward with the acquisition of the right-of-way. I told him the project was in the County's one- and six-year plan which I thought meant something would happen within the next five years. I told him initially we were looking at 10 years out on construction of the project, but we had already used half that time period. He said he understood that. He wanted to know where the County was with their projects from the south. I told him the City had just completed work around Pinelake Road and between Pinelake Road and Old Cheney Road and I thought the County was working between Old Cheney Road and Van Dorn Street and they were currently buying right-of-way for the stretch between Van Dorn Street and A Street. I said it seemed logical they would do their work from the south northward, but it appeared they were progressing northward at a steady rate and probably would be ready to do that stretch in five to six years.

He had no other questions so I gave him an Eminent Domain explanation sheet indicating while I knew he was well aware of the process he could give it to his client as it did explain the process generally in layman's terms. He wanted to know how soon something was going to happen or how long he would have to get back to me. I told him I was not sure what the County's process was and whether they had to take it to the County Board to get the authority to actually do the condemnation or if that had already been granted. I told him I knew Don Thomas had conversations with the County Board and they had given their approval to proceed in that manner if necessary, but I did not know for sure what hoops, if any, needed to be jumped through yet. I told him, however, the process would be moved along. I told him I thought he probably had at least a month before anything would happen, but suggested if he could get back to us within two weeks it would be great. I told him we really did want to get this matter settled contractually if possible, but if it was not possible the County was prepared to move forward with the condemnation. He wanted to know who

in the County Attorney's Office was working on it and I told him Tom Fox. I told him if he wanted to contact Tom directly that was fine. He said he would get back to us. He had no other questions so I thanked him for his time and departed.

Project: 98th Street Widening, A - O, 701756  
Tract No.: 3, 4 and 5  
Property Tenant: None  
Property Owners: Thomas & Rhonda Peed - Tract 3;  
Par 5 Partners, L.L.C. - Tracts 4 & 5

Agent: (Signature)

  
\_\_\_\_\_  
Clinton W. Thomas

Date: 3/15/11

dge

November \_\_\_\_, 2011

CERTIFIED MAIL

Tom Peed  
Par 5 Partners, LLC  
C/O Kevin Siebert  
MBA Poultry  
13151 Dovers Street  
Waverly, NE 68462

Re: Project No. 701756,  
98<sup>th</sup> Street Widening, A Street to O Street  
Tracts 4 & 5

Dear Mr. Peed:

Reference is made to our past offer of compensation for right-of-way required by Lancaster County on the above-mentioned project. The real estate owned by Par 5 Partners, L.L.C., that is affected is identified as Tracts 4 and 5, legally described as part of Lot 8, I.T. consisting of 9.46 acres, more or less, exclusive of existing rights of way, situated in the South Half of the NW 1/4 of Section 25, Township 10 North, Range 7 East of the 6<sup>th</sup> Principal Meridian, Lancaster County, Nebraska.

Our last and best offer of compensation for the right-of-way to be acquired is as follows:

Tract 4

Fee Simple	
159,840 sq. ft. (3.67 acres) at \$0.76/sq. ft.	\$ 121,478.40
Permanent Easement	
18,229 sq. ft. (.42 acres) at \$0.76/sq. ft. X 50%	\$ 6,927.02
Temporary Easement	
21,573 sq. ft. (.50 acres) at \$0.76/sq. ft. X 10%	\$ 1,639.55
Title Extension Fee	\$ <u>55.00</u>

Tract 5

Fee Simple	
158,894 sq. ft. (3.65 acres) at \$0.76/sq. ft.	\$ 120,759.44
Permanent Easement	
1,247 sq. ft. (.03 acres) at \$0.76/sq. ft. X 50%	\$ 473.86
Temporary Easement	
51,762 sq. ft. (1.19 acres) at \$0.76/sq. ft. X 10%	\$ 3,933.91

Title Extension Fee \$ 55.00

TOTAL COMPENSATION \$ 255,322.18

As additional consideration Lancaster County would agree that no construction would take place on the right-of-way for a three-year period from the date of purchase, and Lancaster County would agree that the construction of the initial gravel road in the right-of-way would include grading for a full arterial roadway (four lanes). However, Lancaster County will not agree to pave the road by a specific date after the road is opened.

To date, we have been unable to arrive at an agreeable settlement and negotiations have reached an impasse. We would appreciate an acceptance of our offer.

However, if you do not make an attempt to contact this office in the near future towards consummating this transaction, we will assume this acquisition will have to be made through the process of Eminent Domain.

In the event it becomes necessary to initiate Eminent Domain proceedings, it would still be possible for you to consummate this transaction, if you so desire, at anytime prior to the holding of the hearing on the proceedings.

A further explanation of the Eminent Domain procedure is enclosed for your information.

If you have any questions, please feel free to contact this office.

Sincerely,

Don R. Thomas  
Lancaster County Engineer

Enc.

**FMI NEGOTIATIONS  
CITY OF LINCOLN  
98th Street - "A" to "O" Project Number 701-756**

City of Lincoln  
98th Street "A" to "O"  
Project No. 701-756  
Tract 3, 4 & 5 - Peed and Par 5, LLC (Peed)

**11/29/2011** Received email from Clint Thomas at the City of Lincoln to return files for condemnation proceedings to begin.

Returned Tracts 3, 4 & 5 to the City of Lincoln for condemnation 12/14/2011



Steve Shaw

LANCASTER  
COUNTY  
ENGINEERING

Don R. Thomas  
County Engineer

Kenneth D. Schroeder - Deputy  
County Surveyor

DEPARTMENT

December 8, 2011

CERTIFIED MAIL

Tom Peed  
Par 5 Partners, LLC  
C/O Kevin Siebert  
MBA Poultry  
13151 Dovers Street  
Waverly, NE 68462

Re: Project No. 701756,  
98<sup>th</sup> Street Widening, A Street to O Street  
Tracts 4 & 5

Dear Mr. Peed:

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Tract 4

Fee Simple

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Permanent Easement

18,229 sq. ft. (.42 acres) at \$0.76/sq. ft. X 50% \$ 6,927.02

Temporary Easement

21,573 sq. ft. (.50 acres) at \$0.76/sq. ft. X 10% \$ 1,639.55

Title Extension Fee

\$ 55.00

Tract 5

Fee Simple

158,894 sq. ft. (3.65 acres) at \$0.76/sq. ft. \$ 120,759.44

Permanent Easement

1,247 sq. ft. (.03 acres) at \$0.76/sq. ft. X 50% \$ 473.86

Temporary Easement

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TOTAL COMPENSATION \$ 255,322.18

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If you have any questions, please feel free to contact this office.

Sincerely,

Don R. Thomas  
Lancaster County Engineer

Enc.