RESOLUTION AUTHORIZING CHAIR TO SIGN LAND ACQUISITION CONTRACT
WITH AT&T CORP. FOR PROJECT C-77 (13-1C)

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) 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 the powers of the County as a body are exercised by the County Board; and,

WHEREAS, pursuant to Neb. Rev. Stat. §39-1402 general supervision and control of the public roads of each county is vested in the County Board; and,

WHEREAS, Pursuant to the 1 and 6 Year Road Plan as adopted by Resolution 2015-222 the county is in the process of paving Capehart Road from 81st Street to 60th Street, known as Sarpy project C-77 (13-1C); and

WHEREAS, the County of Sarpy has negotiated the attached acquisition contract with AT&T Corp to purchase land necessary to complete the paving project; and,

WHEREAS, entering into the land acquisition contract with AT&T Corp for road building purposes is in the best interests of the citizens of Sarpy County and the traveling public.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the attached acquisition contract with AT&T Corp.

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 acquisition contract with AT&T Corp, 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 9th day of February, 2016.

Attest

SEAL

Sarpy County Board Chairman
STATE OF NEBRASKA

LOCAL POLITICAL SUBDIVISION
TOTAL ACQUISITION CONTRACT - CORPORATION

Copies to:
1. Right of Way Division, Nebraska Department of Roads
   Project No.: C77 (13-1C)
2. Owner
   Control No.: N/A
3. Buyer
   Tract No.: 15

THIS CONTRACT, made and entered into the 9th day of February, 2016,
by and between, AT&T CORP, a corporation organized and existing under and by virtue of the laws of the State
of NEW YORK, Address: PO Box B7207, Bedminster, New Jersey 07921
hereinafter called the OWNER, and SARPY COUNTY, NEBRASKA, hereinafter called the BUYER.

TOTAL ACQUISITION

1. In consideration of the payment or payments 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"

2. As the entire consideration for the above described property, the BUYER agrees to pay to the OWNER
the sum of EIGHT THOUSAND, FOUR HUNDRED and NO/100 DOLLARS ($8,400.00) upon receipt of a special
or limited warranty deed from the OWNER. That the OWNER agrees that payment of the above sum by the BUYER
to the OWNER shall release the BUYER of all further obligations of claims on this property and account and any
further claims arising shall be the responsibility of the OWNER and the BUYER shall be held harmless by the OWNER
on any future claims, taxes or judgments on this property.

3. The date of execution of this contract shall be the date when the same is signed on behalf of the BUYER
as set out below. Possession shall be deemed relinquished upon the OWNER delivering the keys, to the premises,
to the BUYER or by notifying the BUYER in writing that the premises have been vacated and upon payment by the
BUYER, of the payment herein specified at which time, the OWNER shall not refuse the BUYER entry or in any
way hinder the BUYER from entering.

   a. From and after the date of execution of this contract, the OWNER agrees not to further encumber
the property in any manner, nor create any other interests therein. It is expressly understood that time is of
the essence in this contract.

   b. Rental agreements, modification or extensions of time pertaining to entry or to possession, if any,
shall be made by separate written contract and the time and terms of entry or for taking possessions set forth
in such separate contract shall prevail.

4. The BUYER agrees to pay all expenses for abstracts of title, release of mortgages, prepayment penalties
and other closing cost, if required, for this property.

5. This contract shall be binding on both parties as soon as it is signed by both parties and, in signing this
contract, the OWNER places no reliance upon any promises, verbal agreements or understanding except as set
forth in this contract.

6. 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.

7. Buyer acknowledges that it has been given the opportunity to make a full and complete investigation and
inspection of the Property and the operation thereof and that Buyer has had an opportunity to make full inquiry of
Owner as to all matters deemed relevant by Buyer in evaluating the Property. Buyer expressly acknowledges that
the Property is being purchased "AS IS", "WHERE IS" and "WITH ALL FAULTS", latent and patent. Buyer
acknowledges that Owner has no duty, responsibility or obligation whatsoever to volunteer to Buyer information about
the Property. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OWNER HAS NOT AND WILL NOT,
AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH
RESPECT OR RELATING TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY,
HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
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.

Owner: AT&T Corp

Approved as to legal form

Corporate acknowledgment

State of Illinois

Count of Cook

Dated this 7th day of December, 2015, before me, a General Notary Public duly commissioned and qualified, came the duly authorized representative(s) of AT&T Corp, a New York Corporation, 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.

Official Seal: A U

Denise Fowler

Notary Public - State of Illinois

My Commission Expires Nov 1, 2019

Buyer: Sarpy County, Nebraska

By: Chairman Don Kelly

State of Nebraska

County of Sarpy

Dated this 9th day of February, 2016, 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.

General Notary - State of Nebraska

Christine Anne Vance

My Comm. Exp. May 7, 2018

Notary Public
TRACT NO 15
Owners: American Telephone and Telegraph Company, a corporation

OWNER'S LEGAL
A tract or parcel of land situate in the Northeast Quarter (NE¼) of Section 11, Township 13 North, Range 12 East of the 6th P. M., Sarpy County, Nebraska, particularly described as follows:
Beginning at the Northeast corner of the herein conveyed tract or parcel, a point on the North boundary of Section 11, Township 13 North, Range 12 East that lies West 1,133.5 feet from the Northeast corner of said Section 11; Thence from said point of beginning South 153.0 feet to a concrete marker set for the Southwest carrier; Thence West 100.0 feet to a concrete marker set for the Northwest corner; Thence North 153.0 feet to a point on the North boundary of said Section 11, for the Northwest corner; Thence East 100.0 feet to the place of beginning, exclusive of that portion lying within the public road.

Now known as Tax Lot 2, located in the Northeast Quarter (NE¼) of Section 11, Township 13 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska.

UNDERLYING ROADWAY EASEMENT
That part of the Northeast Quarter of Section 11, Township 13 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

COMMENCING at the northeast corner of the Northeast Quarter of said Section 11;
Thence South 87°02'27" West (bearings referenced to Nebraska State Plane NAD83) for 1134.54 feet along the north line of the Northeast Quarter of said Section 11, to the northeast corner of Tax Lot 2 of the Northeast Quarter of said Section 11, and the TRUE POINT OF BEGINNING:

Thence South 02°56'56" East for 33.00 feet along the east line of said Tax Lot 2;
Thence South 87°02'27" West for 100.16 feet 33.00 feet south of and parallel with the north line of the Northwest Quarter of said Section 11, to the west line of said Tax Lot 2;
Thence North 02°56'56" West for 33.00 feet along said west line to the north line of the Northeast Quarter said Section 11;
Thence North 87°02'27" East for 100.16 feet to the Point of Beginning.
Contains 3,305 sq ft.

RIGHT-OF-WAY ACQUISITION
That part of the Northeast Quarter of Section 11, Township 13 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

COMMENCING at the northeast corner of the Northeast Quarter of said Section 11;
Thence South 87°02'27" West (bearings referenced to Nebraska State Plane NAD83) for 1134.54 feet along the north line of the Northeast Quarter of said Section 11, to the northeast corner of Tax Lot 2 of the Northeast Quarter of said Section 11;
Thence South 02°56'56" East for 33.00 feet along the east line of said Tax Lot 2 to the TRUE POINT OF BEGINNING:
Thence South 02°56'56" East for 120.35 feet continuing along said east line to the southeast corner of said Tax Lot 2;
Thence South 87°15'12" West for 100.16 feet to the southwest corner of said Tax Lot 2;
Thence North 02°56'56" West for 119.98 feet along the west line of said Tax Lot 2;
Thence North 87°02'27" East for 100.16 feet to the Point of Beginning.
Contains 12,036 sq ft.