

☐ R.O.W. Division, Nebraska Department of Roads
☐ Owner
☐ Buyer

Project No. SOS-7077(15)

**RIGHT OF WAY CONTRACT
(PERMANENT EASEMENT)**

Tract No. 10, 11, 12, 13, 14

THIS AGREEMENT, made and entered into this 13 day of August, 1979, by and between James Homan, Inc.

Sarpy, State of Nebraska, Address
hereinafter called the OWNER, and the City of Bellevue, Nebraska.

WITNESSETH: In consideration of the payment or payments as specified below, the Owner hereby agrees to execute to the City, a Permanent Easement for construction and maintenance purposes, and warrant the title thereto, which will be prepared and furnished by the City, to certain real estate described from the centerline of the proposed highway as follows:

| | | | | | |
|-------------------|-----------------|-----------------------|----------|------|------|
| From Sta. 8 + 51 | to Sta. 8 + 97 | a strip, 15 ft. to 39 | ft. wide | left | side |
| From Sta. 8 + 97 | to Sta. 9 + 44 | a strip, 39 ft. to 15 | ft. wide | left | side |
| From Sta. 9 + 44 | to Sta. 9 + 89 | a strip, 15 | ft. wide | left | side |
| From Sta. 9 + 89 | to Sta. 10 + 35 | a strip, 15 ft. to 39 | ft. wide | left | side |
| From Sta. 10 + 35 | to Sta. 10 + 81 | a strip, 39 ft. to 0 | ft. wide | left | side |
| From Sta. | to Sta. | a strip, | ft. wide | | side |

Said permanent easement for construction and maintenance purposes will be utilized more specifically as follows:
to construct and maintain a concrete retaining wall and storm sewer
as shown on approved plans for Project No. S08-7077(15), Tract No. 12-14, consisting of .5325 (acres) (square feet)
more or less situated in the lots 11, 10, 9, 8, and 7
of (Lot 11, 10, 9, 8, and 7) (of Section 31) Township 14N Range 14E
of the 6th P.M.) in SARPY County, Nebraska.

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

The City agrees to purchase the above described permanent easement and to pay therefor upon the delivery of said executed permanent easement. If the owner so desires he shall have the right to receive 100% of the final payments due under this contract prior to the City's use thereof. Payment or payments are to be made by the City to the Owner for the easement area actually used, not including present public roads, according to the following rate per (acre) (square feet). The parties hereto shall be bound by an (acreage) (square footage) figure which shall not vary 10% from the (acreage) (square footage) set forth below as an approximate figure. This amount shall be renegotiated when a variation in (acreage) (square footage) exceeds these limitations.

| | | | | | |
|------------------------------------------|---------------------------|-----------|-----------|--------------|----------|
| Approximately | at \$ | per | Sta. | to Sta. | \$ |
| Approximately | at \$ | per | Sta. | to Sta. | \$ |
| Approximately | at \$ | per | Sta. | to Sta. | \$ |
| Moving and replacing approximately | rods of fence at \$ | per rod | | | \$ |
| Moving and replacing approximately | rods of fence at \$ | per rod | | | \$ |
| | | | | | \$ |
| | | | | | \$ |
| APPROXIMATE TOTAL | | | | | \$ |

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 the 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 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 permanent easement, 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 his right to receive such payment.

Expenses for partial release of mortgages and documentary stamps will be paid by the City, if required.

This contract shall be binding on both parties as soon as it is executed by both parties but, if said permanent easement should not be required this contract shall terminate upon the payment of \$10.00 by the City to the Owner.

THIS IS A LEGAL AND BINDING CONTRACT – READ IT.

The representative of the City of Bellevue, in presenting this contract has given me a copy and explained all of 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 City of Bellevue.

...City..of..Bellevue

OWNER

FILED FOR RECORD 6-17-80 AT 10:00 AM IN BOOK
PAGE 359
By Carl P. Hill
May 1980

Date.....

REGISTER OF DEEDS, SARPY COUNTY, NEB

53-359-A

Dated this 13 day of August 19 79
On the above date, before me
a General Notary Public duly commissioned and qualified, personally
came James H. N. Pres

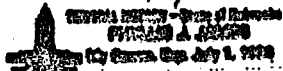
to me known to be the identical person _____ whose name
_____ affixed to the foregoing instrument as grantor _____ and
acknowledged the same to be a voluntary act and deed.

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

Notary Amyllia J. James

My commission expires the 1 day of July 19 83

STATE OF Idaho }
Sage County } ss.



Dated this _____ day of _____ 19 ____
On the above date, before me
a General Notary Public duly commissioned and qualified, personally
came _____

to me known to be the identical person _____ whose name
_____ affixed to the foregoing instrument as grantor _____ and
acknowledged the same to be a voluntary act and deed.

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

Notary _____

My commission expires the _____ day of _____ 19 ____

STATE OF _____ }
_____ County } ss.

MEMORANDA

PLEASE PRINT ALL NAMES

Exact and full name of OWNER, as same appears of record _____

If married, full name of spouse _____

If unmarried, show "single," "widower," "widow" _____

If mortgage or other liens, show names of holders, amounts, dates and book page of record _____

If an estate, give the names of all the heirs, with the share of each. Show names of spouses of those married _____

Name of executor or administrator _____

If any of the owners or heirs are minors, give their names and ages _____

Name of guardian _____

TENANT - Exact and full names, Rent Agreement _____

REMARKS