

89-115760

County of Sarpy, Nebraska  
STATE OF NEBRASKA  
DEPARTMENT OF ROADS

Project No. C77(279)

Tract No. 20

THIS AGREEMENT, made and entered into this 5th day of NOVEMBER, 1989, by and between Dennis L. and Joan C. Karloff (husband and wife)

Address: 15201 Harrison Street Omaha, Nebraska 68132  
hereinafter called the OWNER, and the State of Nebraska, Department of Roads, hereinafter called the STATE

WITNESSETH: In consideration of the payment or payments as specified below, the Owner hereby agrees to execute to the State, a deed which will be prepared and furnished by the State, to certain real estate described from the centerline of the proposed highway as follows:

From Sta. ....	a strip	to Sta. ....	ft. wide	side
From Sta. ....	a strip	to Sta. ....	ft. wide	side
From Sta. ....	a strip	to Sta. ....	ft. wide	side
From Sta. ....	a strip	to Sta. ....	ft. wide	side
From Sta. ....	a strip	to Sta. ....	ft. wide	side
From Sta. ....	a strip	to Sta. ....	ft. wide	side
From Sta. ....	a strip	to Sta. ....	ft. wide	side
From Sta. ....	a strip	to Sta. ....	ft. wide	side
From Sta. ....	a strip	to Sta. ....	ft. wide	side
From Sta. ....	a strip	to Sta. ....	ft. wide	side
From Sta. ....	a strip	to Sta. ....	ft. wide	side
From Sta. ....	a strip	to Sta. ....	ft. wide	side
From Sta. ....	a strip	to Sta. ....	ft. wide	side
From Sta. ....	a strip	to Sta. ....	ft. wide	side
From Sta. ....	a strip	to Sta. ....	ft. wide	side
From Sta. ....	a strip	to Sta. ....	ft. wide	side
From Sta. ....	a strip	to Sta. ....	ft. wide	side
From Sta. ....	a strip	to Sta. ....	ft. wide	side
From Sta. ....	a strip	to Sta. ....	ft. wide	side
From Sta. ....	a strip	to Sta. ....	ft. wide	side
From Sta. ....	a strip	to Sta. ....	ft. wide	side
From Sta. ....	a strip	to Sta. ....	ft. wide	side

and as shown on approved plans and situated in the NW 1/4 of Section 14, Township 14, Range 11, of the 6th P.M. in Sarpy County, Nebraska.

It is agreed and understood that the State is hereby granted an immediate right of entry upon the premises described above. The State agrees to purchase the above described real estate and to pay therefor upon the delivery of said executed deed. If the Owner so desires he/she shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

Approximately 6534 Sq. Feet 1.00 Sq. Ft. 1.00 Sta. to Sta. \$ 6,534.00  
 Approximately ..... acres at \$ ..... per acre, Sta. to Sta. \$ .....  
 Approximately ..... acres at \$ ..... per acre, Sta. to Sta. \$ .....  
 Moving and replacing approximately ..... rods of fence at \$ ..... per rod  
 Moving and replacing approximately ..... rods of fence at \$ ..... per rod  
 Trees (2)  
 Abstract ALLOWANCE  
 APPROXIMATE TOTAL \$ 6,684.00

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 deed, 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/her right to receive such payment.

Expenses for partial release of mortgages will be paid by the State, 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 State to the Owner.

The representative of the Department of Roads, of the State of Nebraska, 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 Department of Roads, of the State of Nebraska.

DEPARTMENT OF ROADS  
STATE OF NEBRASKA

County of Sarpy, Nebraska

By: J.P. A. Lyman Right-of-Way Manager

Date: 11/3/89

FILED SARPY CO. NE INSTRUMENT NUMBER  
89-15760

INDEXED  
FILED  
GRANTEE  
GRANTOR  
FILED  
CHECKED  
FEES

OWNER  
Dennis L. Karloff  
Joan C. Karloff

1989 NOV - 9 PM 3:48  
Right of Way Contract

DR Form 447 Feb 85 DEEDS

3410

89-15760A

12:00

Dated this 24 day of NOVEMBER, 19 89  
On the above date, before me a General Notary Public duly commissioned  
and qualified, personally came DEANIS L. FABIG

Dated this 24 day of NOVEMBER, 19 89  
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 grantor S and acknowledged the same to be  
a voluntary act and deed  
WITNESS my hand and Notarial Seal the day and year above written.

to me known to be the identical person S whose name S affixed to  
the foregoing instrument as grantor 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 Thomas A. Lynan  
My commission expires the 28th day of DECEMBER, 19 89  
STATE OF NEBRASKA  
Steph County

Notary Thomas A. Lynan  
My commission expires the 28th day of DECEMBER, 19 89  
STATE OF NEBRASKA  
Steph County



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

Attachment of land and a part of Tax Lot 15, located in the NW  
1/4 of Section 14, T14N, R1E of the 6th P.M. Sarpy County,  
Nebraska more particularly described as follows: the North  
71.00' of Tax Lot 15 containing 0.29 Ac. of which 0.14 Ac.  
is previously occupied Right-of-Way and 0.15 Ac. new Right-  
of-Way hereby secured.

Note: Back slope has been modified to be a minimum of 5:1 slope.

Swirger