

84-1576

COPIES TO:1. P.O.W. Div., Neb. Dept. of Roads
2. Inter. Co.
3. Buyer**RIGHT OF WAY CONTRACT**

Project No. C77(279)

Tract No. 20

THIS AGREEMENT, made and entered into this 5th day of November,

by and between Dennis L. & Joan C. Karloff (Husband and wife).

Address: 15201 Harrison Street Omaha, Nebraska 68138
hereafter called the OWNER, and County of Sarpy, Nebraska,

hereinafter called the BUYER.

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby grants to the BUYER a temporary easement for Driveway Elevation purposes to certain real estate described from the centerline of the proposed highway as follows:

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

said temporary easement for Driveway Elevation Adjustment purposes will be utilized more specifically as follows:

and as shown on approved plans and situated in the NW1

of Section 14, Township 14, Range 11, of the 6th P.M. in Sarpy County, Nebraska.

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

The BUYER agrees to pay for the use of the above described real estate as specified below. If the OWNER so desires he/she shall have the right to receive 100% of the payments due under this contract prior to the BUYER'S use thereof.

Approximately 760 sq. ft.'s at \$12 per	\$ 91.00
Approximately at \$5 per	\$
Moving and replacing approximately rods of fence at \$ per rod	\$
Moving and replacing approximately rods of fence at \$ per rod	\$
	\$
	\$
	\$
	\$

APPROXIMATE TOTAL \$ 91.00

It is understood that the easement area may be used for the temporary relocation of utilities during the construction of the project.

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 to as to mitigate the crop damage.

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

This contract shall terminate upon completion and acceptance of the above project by the BUYER.

THIS IS A LEGAL AND BINDING CONTRACT READ IT.

The representative of the BUYER, 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 understandings except as set forth in this contract will be honored by the BUYER.

BUYER

By

Date

FILED FOR RECORD

Dennis L. & Joan C. Karloff

REGISTER OF DEEDS, SARPY COUNTY NE

11-1-89

11-1-89

PM

15761

INSTRM.

REC'D.

N/C

Temporary Easement - Political Subdivision

89-15761A

Dated this 8th day of July, 1987

On the above date, before me, a General Notary Public duly commissioned and qualified, personally came:

KARLOF

to me known to be the identical person, whose name S. 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 A. C.

My commission expires the 28th day of July, 1987

STATE OF NEBRASKA

County Sarpy

STATE OF

County Sarpy



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 item, 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

A tract of land, and a part of Tax Lot 15, located in the NW 1/4 of Section 14, Twp 14N, Rge 15E of the 6th P.M. Sarpy County, Nebraska, more particularly described as follows: commencing at the original NW corner of said Tax Lot 15; thence S 89' 35" E (assumed bearing) along and upon the North line of said Tax Lot 15 a distance of 69.40'; thence S 00' 39' 17" W a distance of 71.00' to the point of beginning; thence S 89' 35' 59" E along and upon the new Right-of-Way line a distance of 40.00'; thence S 00' 39' 17" W a distance of 19.00'; thence N 89' 35' 59" W, a distance of 40.00', to the point of beginning. Containing 760 sq. ft.

Note: Temporary easement will expire 60 days after construction.

Summeyen