

89-16006

County of Sarpy, Nebraska
STATE OF NEBRASKA
Political Subdivision
RIGHT OF WAY CONTRACT
TEMPORARY EASEMENT

Project No. C77(279)
Tract No. 21

COPIES TO:
1. R.O.W. Div., Nebr. Dept. of Roads
2. Owner
3. Buyer

THIS AGREEMENT, made and entered into this 5th day of November 19 89,
by and between Edna M. Karloff (a widow)

Address: 15111 Harrison Street Omaha, Nebraska 68118
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 adjustment purposes to certain real estate owned 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
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 624 Sq. Ft. per 1.2 per Sta. to Sta. \$ 75.00
Approximately at \$ per to Sta.
Approximately at \$ per to Sta.
Moving and replacing approximately rods of fence at \$ per rod
Moving and replacing approximately rods of fence at \$ per rod

APPROXIMATE TOTAL \$ 75.00

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 so 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 understanding except as set forth in this contract will be honored by the BUYER.

BUYER By: Flora A. Lyon OWNER Edna M. Karloff
Edna M. Karloff

Date 11/13/89 FILED SARPY CO NE
INSTRUMENT NUMBER 89-16006

1989 NOV 15 AM 8:25
REGISTER OF DEEDS

Temporary Easement - Political Subdivision

16006

89-1600L

89-1600L

Dated this 13th day of November 19 89
On the above date, before me a General Notary Public duly commissioned and qualified, personally came EDNA KAZBEE

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 _____

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 23rd day of July 19 92
STATE OF NEBRASKA
Sarpy County

My commission expires the _____ day of _____, 19 _____
STATE OF _____
_____ 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

Abstract of land, and a part of Tax Lot 17, located in the NW 1/4 of Section 14, T14N, R1E of the 6th P.M. Sarpy County, Nebraska more particularly described as follows: commencing at the original NW corner of Tax Lot 17: thence S 89° 35'59" E (assumed bearing) along and upon the North line of the Lot 17 a distance of 40.00'; 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 26.00'; thence S 00° 39'17" W a distance of 24.00'; thence N 89° 35'59" W, a distance of 26.00'; thence N 00° 39'17" E, a distance of 24.00 to the point of beginning. Containing 624 sq. ft.

Note: Temporary easement will expire 60 days after construction.

Note: Sod will be replaced in established lawn.

Swearing office