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CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2011-12489

05/17/2011 11:05:29 AM

Lloyd J. Dowding

REGISTER OF DEEDS



**THIS PAGE ADDED
FOR RECORDING
INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS

Steven J. Stastny, Deputy

1210 GOLDEN GATE DRIVE, STE 1109

PAPILLION, NE 68046-2895

402-593-5773

A

COPIES TO:

- 1.
- 2. Owner
- 3. Buyer

SARPY COUNTY
RIGHT OF WAY CONTRACT
TEMPORARY EASEMENT

Project No. C-77(98-09)

Tract No. 1

THIS AGREEMENT, made and entered into this 4th day of MAY, 2011, by and between Primary Holdings LLC

Address: 27132 Park Lane Dr., Sioux Falls, SD. 57106
 hereinafter called the OWNER, and SARPY COUNTY, 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 _____ purposes to certain real estate described from the centerline of the proposed highway as follows:

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 _____

SEE ATTACHED LEGAL DESCRIPTION

said temporary easement for Extend and Grade for Storm Sewer purposes will be utilized more specifically as follows:

and as shown on approved plans and situated in the Lot 51, Brook Valley Business Park

of Section 17, Township 14N, Range 12E, 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 county's use thereof.

Approximately <u>0.04 Ac.</u> at \$ _____ per _____ Sta. _____ to Sta. _____	\$ <u>100.00</u>
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	\$ <u>100.00</u>

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 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.

By [Signature]
 Eugene M. Gollehon
 Chief Deputy Surveyor
 Sarpy County, Nebraska
 Date 11-23-10

OWNER [Signature]
5-3-2011

Temporary Easement - Sarpy County

B

Dated this _____ day of _____, 20____
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 _____, 20____

STATE OF NEBRASKA

ss.

SARPY COUNTY

Dated this 4 day of May, 2011
On the above date, before me a General Notary Public duly commissioned and
qualified, personally came Thomas J. Davis

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.

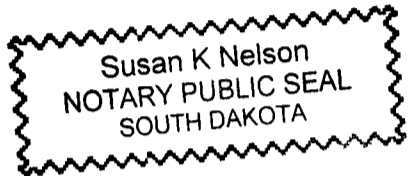
Notary Susan K Nelson

My commission expires the 9 day of September, 2014

STATE OF ~~NEBRASKA~~

South Dakota ss.

~~SARPY COUNTY~~
minnehaha



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

TEMPORARY CONSTRUCTION EASEMENT

Tract No. 1
Lot 51, Brook Valley Business Park
Primary Holdings LLC
27132 Park Lane Drive
Sioux Falls, South Dakota 57106

C-77 (98-09)

A temporary construction and grading easement in Lot 51, Brook Valley Business Park as surveyed, platted and recorded in Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Southeast corner of said Lot 51 being on the West ROW of 108th Street; thence Southwest along the South line of said Lot 51 on a 614.75 foot radius curve to the right (chord bearing S58°28'03"W (an assumed bearing), chord distance of 106.84 feet) for 107.03 feet; thence N37°28'04"E for 36.14 feet; thence N55°56'32"E for 87.02 feet to a point on the West ROW of 108th Street; thence Southwest along said ROW on a 588.00 foot radius curve to the left (chord bearing S07°51'34"W, chord distance of 21.72 feet) for 21.72 feet to the point-of-beginning and containing 1,559.8 sqft \pm or 0.04 acres \pm .