

COPIES TO:

- 1. R.O.W. Div., Nebr. Dept. of Roads
- 2. Owner
- 3. Buyer

STATE OF NEBRASKA  
 Political Subdivision  
**RIGHT OF WAY CONTRACT**

Project No. BRO-7089 (11)  
 Control No. 21292  
 Tract No. 1

THIS CONTRACT, made and entered into this 22nd day of July, 1999,  
 by and between PAR III, Inc. %Dean Jensen, President  
 Address: P.O. Box 219, Bennington, NE 68007  
 hereinafter called the OWNER, and Washington County, Nebraska hereinafter called the BUYER.

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby agrees to execute to the BUYER a deed which will be prepared and furnished by the BUYER, 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
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

and as shown on approved plans and situated in the SW 1/4 of Section 16, Township 17 North,  
Range 11 East  
 of Section 16, Township 17 N, Range 11E, of the 6th P.M. in Washington County, Nebraska.  
**Right-of-Way more particularly described under remarks!**

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 purchase the above described real estate and to pay, therefore, 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 <u>0.18</u> acre. acres at \$ <u>2,600</u> per acre, Sta. <u>acre</u> to Sta. ....	\$ <u>468.00</u>
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	\$ .....
..... Abstracting Allowance	\$ <u>50.00</u>
.....	\$ .....
<b>TOTAL</b>	\$ <u>518.00</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 an 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.

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 BUYER, 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 BUYER to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

**THIS IS A LEGAL AND BINDING CONTRACT — READ IT.**

The representative of the BUYER, 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 BUYER.

BUYER  
 By Alan R. Roll  
 Date July 22, 1999

OWNER Dean Jensen  
 99 AUG 30 AM 8:32  
 FILED  
 CHARITTE E. PRITCHARD  
 CLERK OF DISTRICT COURT  
 WASHINGTON COUNTY, NEB.  
 1st Fl. Rm. 100

**Right of Way Contract - Political Subdivision**

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.

Dated this 25 day of Aug, 1999  
On the above date, before me a General Notary Public duly commissioned and qualified, personally came \_\_\_\_\_

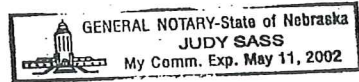
to me known to be the identical person \_\_\_\_\_ whose name \_\_\_\_\_ affixed to the foregoing instrument as grantor. \_\_\_\_\_ and acknowledged the same to be a voluntary act and deed.

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

Notary Judy Sass

My commission expires the 11 day of May, 2002

STATE OF Nebr.  
Douglas 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

TRACT 1

NEW R.O.W. = 0.0756 ha (0.187 Ac)

NEW R.O.W. LEGAL DESCRIPTION TRACT #1:

Part of Tax Lot 1, located in the Southwest Quarter of the Southwest Quarter of Section 16, Township 17 North, Range 11 East of the Sixth P.M., Washington County, Nebraska, being described as follows: Commencing at the Southeast Corner of said Southwest Quarter Southwest Quarter; thence S90°00'00"W (assumed bearing) on the South Line of said Southwest Quarter Southwest Quarter, a distance of 30.250 meters (99.25ft); this being the true point of beginning; thence N00°00'00"E, perpendicular to said South Line, a distance of 12.00 meters (39.37ft); thence S90°00'00"W, parallel with said South Line, a distance of 50.000 meters (164.04ft); thence N75°04'07"W, a distance of 15.524 meters (50.93ft); thence S90°00'00"W parallel with said South Line, a distance of 105.000 meters (344.49ft); thence S17°10'01"W, a distance of 12.485 meters (40.96ft), to a point of curvature on the centerline of an existing county road; thence on along said centerline on a 91.440 meter (300.00ft) curve to the left, a distance of 26.660 meters (87.47ft), to a point on said South Line of said Southwest Quarter; the chord of said curve bears S81°11'10"E 26.570 meters (87.17ft); thence N90°00'00"E on the above said South Line, a distance of 147.430 meters (483.69ft), to the true point of beginning, containing an area of 0.2492 Hectares (0.616acres), which contains 0.1736 hectares (0.429acres) previously occupied by County Road Right-of-Way, more or less.

994270  
STATE OF NEBRASKA COUNTY OF WASHINGTON) SS  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 30th DAY OF August A.D. 1999  
AT 8:32 O'CLOCK AM AND RECORDED IN BOOK  
307 AT PAGE 156-157  
COUNTY CLERK Charlatte S. Petersen  
Deputy Karen Madson

Recorded /  
General /  
Numerical /  
Photostat /  
Protea /