

89-09844

COUNTY OF SARPY, NEBRASKA

COPIES TO:

- 1. R.O.W. Div., Nebr. Dept. of Roads
- 2. Owner
- 3. Owner
- 4. District Engineer
- 5. Project Manager

XXXXXXXXXXXXX
DEPARTMENT OF ROADS

Project No. C77(137)

RIGHT OF WAY CONTRACT

Tract No. 21

THIS AGREEMENT, made and entered into this 15th day of June, 19 89, by and between William L. Roth, (a single person)

Address: 7101 Cornhusker Rd., Omaha, Nebraska 68133
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.	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 and NW 1/4 of Section 25, Township 14, Range 12, 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 2.77 acres at \$ 2,500.00 per acre, Sta. to Sta.	\$ 6,925.00
Approximately acres at \$ per acre, Sta. to Sta.	\$
Approximately acres at \$ per acre, Sta. to Sta.	\$
Moving and replacing approximately 120 rods of fence at \$ 10.25 per rod	\$ 1,230.00
Moving and replacing approximately rods of fence at \$ per rod	\$
CONTROLLED ACCESS	\$ 100.00
ABSTRACT ALLOWANCE	\$ 50.00
.....	\$
.....	\$
APPROXIMATE TOTAL	\$ 8,305.00

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 understandings except as set forth in this contract will be honored by the Department of Roads, of the State of Nebraska.

XXXXXXXXXXXXXXXXX COUNTY OF SARPY

OWNER
William L. Roth
WILLIAM L. ROTH

By Thomas A. Gorman
Right-of-Way Manager

Date June 15, 1989

FILED FOR RECORD 8-1-89 AT 2:04 PM INSTRU # 89-09844

Boyd J. Dowling REGISTER OF DEEDS, SARPY COUNTY, NE

INDEXED
FILED
CORRECTOR
FILED
CHECKED
FILE # N/C

Right of Way Contract

09844

89-09844A

Dated this 15th day of June, 1989.

On the above date, before me a General Notary Public duly commissioned and qualified, personally came William L. Rota

[Signature]

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

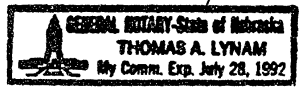
WITNESS my hand and Notarial Seal the day and year above written.

Notary Thomas A. Lynam

My commission expires the 28th day of July, 1989

STATE OF NEBRASKA

SARPY County ss.



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 is 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 _____ ss.

_____ 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

SEE ATTACHED LEGAL DESCRIPTION

Tract No. 21
Type: Right-of-Way Acquisition
Controlled Access
Owner: William L. Roth

89-09844B

LEGAL DESCRIPTION

A tract of land located in part of the N 1/2 of the SW 1/4 of Section 25, and also part of Tax Lot 2A1, a Tax Lot located in the N 1/2 of Section 25, all located in Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of said SW 1/4 of Section 25; thence S89°57'03"E (assumed bearing) along the North line of said SW 1/4 of Section 25, a distance of 252.12 feet; thence N00°04'51"W, a distance of 1609.91 feet; thence S09°47'33"E, a distance of 283.86 feet; thence S00°04'51"E, a distance of 1533.04 feet to a point on the North right-of-way line of the Union Pacific Railroad; thence N76°39'45"W along said North right-of-way line of the Union Pacific Railroad, a distance of 308.42 feet to a point on the West line of said SW 1/4 of Section 25; thence N00°04'51"W, along said West line of the SW 1/4 of Section 25, a distance of 131.93 feet to the Point of Beginning.

The above described tract of land contains an area of 120,604 square feet (2.77 acres), more or less.

There will be no ingress or egress over said tract of land from the 72nd Street right-of-way to the remainder of said property across the following described lines:

Commencing at the Northwest corner of the SW 1/4 of said Section 25; thence S89°57'03"E, (assumed bearing) along the North line of said SW 1/4 of Section 25, a distance of 110.00 feet to the Point of Beginning; thence S00°04'51"E, a distance of 157.92 feet to the Point of Termination, said point being S34°53'55"E, a distance of 192.66 feet from said Northwest corner of the SW 1/4 of Section 25.

Commencing at the Northwest corner of said SW 1/4 of Section 25; thence S00°04'51"E, (assumed bearing) along the West line of said SW 1/4 of Section 25, a distance of 203.50 feet; thence N89°55'09"E, a distance of 300.00 feet to the Point of Beginning; thence N00°04'51"W, a distance of 891.24 feet to the Point of Termination, said point being N03°53'56"E, a distance of 689.98 feet from the Southwest corner of Tax Lot 2A1.

Commencing at the Southwest corner of the NW 1/4 of Section 25; thence N00°04'51"W, (assumed bearing) along the West line of said NW 1/4 of Section 25, a distance of 787.74 feet; thence N89°55'09"E, a distance of 300.00 feet to the Point of Beginning; thence N00°04'51"W, a distance of 541.80 feet; thence N09°47'33"W, a distance of 283.86 feet to the Point of Termination, said point being N00°04'51"W, a distance of 1609.91 feet from the Southwest corner of Tax Lot 2A1.

#82011
12-8-88

Elliott & Associates
5316 South 132nd Street
Omaha, Nebraska 68137