

INSTRUMENT NUMBER

7003-00364


2003 JAN -3 P 12: 00 5

Glenn G. Dowling

REGISTER OF DEEDS

Counter.

Verify _____

D.E. 

Proof

Fee \$ 20.50

Ck ☐ Cash ☐ Chg ☒

Ck ☐ Cash ☐ Chg ☒ *mot*



**THIS PAGE ADDED
FOR RECORDING
INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS

1210 GOLDEN GATE DRIVE, STE 1109

PAPILLION, NE 68046-2895

402-593-5773

R+R Tom Lynam
COUNTY SURVEYOR

00364

COPIES TO:

- 1.
2. Owner
3. Buyer

SARPY COUNTY
RIGHT OF WAY CONTRACT
TEMPORARY EASEMENT

Project No. C-77(97-7)

Tract No. _____

THIS AGREEMENT, made and entered into this 18th day of Sept., 2001, by and between Myrtle Richardson

Address: 12502 So. 204th Street, Gretna, NE 68028
 hereinafter 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 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 _____

said temporary easement for Grading purposes will be utilized more specifically as follows:

and as shown on approved plans and situated in the SE 1/4
 of Section 1, Township 13, Range 10, 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>0.21</u> at \$ <u>7500.00</u> per <u>Acre</u> , Sta. _____ to Sta. _____	\$ <u>200.00</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	\$ _____
	\$ _____
<u>Note: Temporary Easement, 12.5% of Actual Value</u>	\$ _____
	\$ _____
APPROXIMATE TOTAL	\$ <u>\$200.00</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.

OWNER

Myrtle Richardson
 Myrtle Richardson

By Ron A. LyDate Sept 18, 2001

SS#

479-24-8119

Temporary Easement - Sarpy County

Dated this 18th day of Sept., 20 01
On the above date, before me a General Notary Public duly commissioned and
qualified, personally came Myrtle Richardson

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.

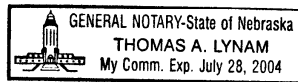
Notary Thomas A. Lynam

My commission expires the 28th day of July, 20 04

STATE OF NEBRASKA

ss.

SARPY COUNTY



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

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 Easement will expire (60) Days after construction is complete.

2003-00364C

TEMPORARY CONSTRUCTION EASEMENT

Tract No. ¹/₃, Parcel No. *2*

C-77 (97-07)

A temporary construction easement in Tax Lot 3A in the Southeast $\frac{1}{4}$ of Section 1, T13N, R10E, of the 6th PM, Sarpy County, Nebraska, more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of said Section 1; thence S00°03'09"W (an assumed bearing) along the East line of said Section 1 for 1070.56 feet; thence N89°56'51"W for 50.00 feet to the point-of-beginning; thence S00°-03'09"W along a line 50.00 feet West of and parallel to the East line of said Section 1 for 300.00 feet; thence N89°56'51"W for 30.00 feet; thence N00°03'09"E along a line 80.00 feet West of and parallel to the East line of said Section 1 for 300.00 feet; thence S89°56'51"E for 30.00 feet to the point-of-beginning and containing 0.21 acres \pm .