

COUNTER ah C.E. ah  
VERIFY ah D.E. ah  
PROOF \_\_\_\_\_  
FEES \$ N-C  
CHECK# \_\_\_\_\_  
CHG \_\_\_\_\_ CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_

FILED SARPY COUNTY NEBRASKA  
INSTRUMENT NUMBER

2012-21078

07/17/2012 10:14:15 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

STATE OF NEBRASKA

LOCAL POLITICAL SUBDIVISION ACQUISITION CONTRACT  
TEMPORARY EASEMENT - INDIVIDUAL

Copies to:

1. Right of Way Division, Nebraska Department of Roads
2. Owner
3. Buyer

Project No.: C-77(12-05)

Control No.:

Tract No.:

THIS CONTRACT, made and entered into this 13<sup>th</sup> day of JUNE, 2012, by and between, MYRTLE RICHARDSON and SPOUSE, if any, as to an undivided half interest; and DUANE RICHARDSON and SPOUSE, if any; LONNIE RICHARDSON and SPOUSE, if any; TONY RICHARDSON and SPOUSE, if any; CAROLINE RICHARDSON and SPOUSE, if any; LINDA KERR and SPOUSE, if any; as to the remainder

Address: 12502 SOUTH 204 STREET, GRETN, NEBRASKA 68028

hereinafter called the OWNER, and SARPY COUNTY, NEBRASKA, hereinafter called the BUYER.

TEMPORARY EASEMENT

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby grants to the BUYER a Temporary Easement to certain real estate described in:

SEE ATTACHED EXHIBIT "A"

It is understood that the easement area(s) may be used for the temporary relocation of utilities during the construction of the project.

The BUYER agrees to purchase the above described Temporary Easement(s) and to pay, therefore, upon the delivery of said executed Temporary Easement(s). If the OWNER so desires, they shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

Approximately	<u>0.2580</u>	acres at	\$ <u>12,000.00</u>	per acre x 10% x 1 year	\$ <u>325.00@</u>
Approximately		acres at	\$	per acre	\$
Approximately		acres at	\$	per acre	\$
Moving and replacing approximately		rods of fence at	\$	per rod	\$
Moving and replacing approximately		rods of fence at	\$	per rod	\$
Other Damages:					\$
					\$
TOTAL					\$ <u>325.00</u>

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

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 annually 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 aforementioned property, 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 their 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.

Tony Richardson  
Tony Richardson

Nancy Rae Richardson  
Nancy Rae Richardson

INDIVIDUAL ACKNOWLEDGMENT

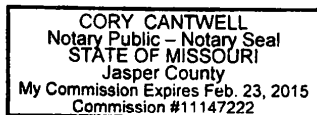
STATE OF Missouri )  
COUNTY OF Jasper ) ss.

On this 25<sup>th</sup> day of June, 2012, before me, a General Notary Public, duly commissioned and qualified, personally came Tony Richardson and Nancy Rae Richardson to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as GRANTOR(S) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written

Notary Seal:

[Signature]  
Notary Public



REMARKS

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 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

Duane Richardson  
Duane Richardson

Lonnie Richardson  
Lonnie Richardson

Tony Richardson  
Tony Richardson

Caroline Richardson  
Caroline Richardson

Linda Kerr  
Linda Kerr

Sandra Richardson  
Sandra Richardson

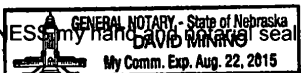
David Minino

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEBRASKA )  
COUNTY OF SARPY ) ss.

On this 13th day of JUNE, 2012, before me, a General Notary Public, duly commissioned and qualified, personally came Myrtle Richardson A SINGLE PERSON to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as GRANTOR(S) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written



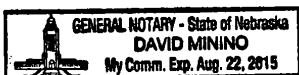
Notary Seal:

David Minino  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF SARPY ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, a General Notary Public, duly commissioned and qualified, personally came Duane Richardson to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as GRANTOR(S) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written



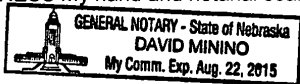
Notary Seal:

David Minino  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF SARPY )ss.

On this 16th day of JUNE, 2012, before me, a General Notary Public, duly commissioned and qualified, personally came Lonnie Richardson AND SANDRA RICHARDSON to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as GRANTOR(S) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written



Notary Seal:

David Minino  
Notary Public

STATE OF / )  
COUNTY OF \_\_\_\_\_ )ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, a General Notary Public, duly commissioned and qualified, personally came Tony Richardson to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as GRANTOR(S) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written

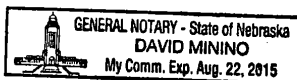
Notary Seal:

Notary Public

STATE OF NEBRASKA )  
COUNTY OF SARPY )ss.

On this 16th day of JUNE, 2012, before me, a General Notary Public, duly commissioned and qualified, personally came Caroline Richardson to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as GRANTOR(S) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written



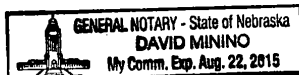
Notary Seal:

David Minino  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS )ss.

On this 16th day of JUNE, 2012, before me, a General Notary Public, duly commissioned and qualified, personally came Linda Kerr AND DONALD KERR to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as GRANTOR(S) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written



Notary Seal:

David Minino  
Notary Public

**BUYER:**

Sarpy County of Nebraska

By: *Louis Whisonant*

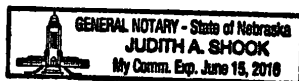
STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

Dated this 11<sup>TH</sup> day of JULY, 20 12, before me, a General Notary Public,  
duly commissioned and qualified, personally came LOUIS WHISONANT,  
DEPUTY COUNTY SURVEYOR

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and  
acknowledged the same to be a voluntary act and deed.

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

Notary Seal:



*Judith A. Shook*  
NOTARY PUBLIC

F

**EXHIBIT "A"**

**Page 1 of 2**

**TRACT NO 2**

Owner; Myrtle Richardson

**OWNER'S LEGAL**

Tax Lot 3A, located in Section 1, Township 13 North, Range 10 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

**TEMPORARY EASEMENT**

Temporary Construction Easement over and across Tax Lot 3A, Section 1, Township 13 North, Range 10 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, described as follows:

Commencing at a point 50.0 feet north of and 33.0 feet west of the Southeast Quarter of said Section 1; thence westerly along a line being 50.0 feet north of and parallel with the south line of said Southeast Quarter, bearing S8724'04"W (an assumed bearing) for 284.21 feet to the Point of Beginning; thence continuing along said parallel line, bearing S8724'04"W for 400.00 feet thence N0235'56"W for 15.0 feet; thence easterly along a line being 65.0 feet north of and parallel with said south line, bearing N8724'04"E for 400.0 feet; thence S0235'56"E for 15.0 feet to the Point of Beginning. Said tract contains 6,000 square feet or 0.14 acres, more or less.

**Together with**

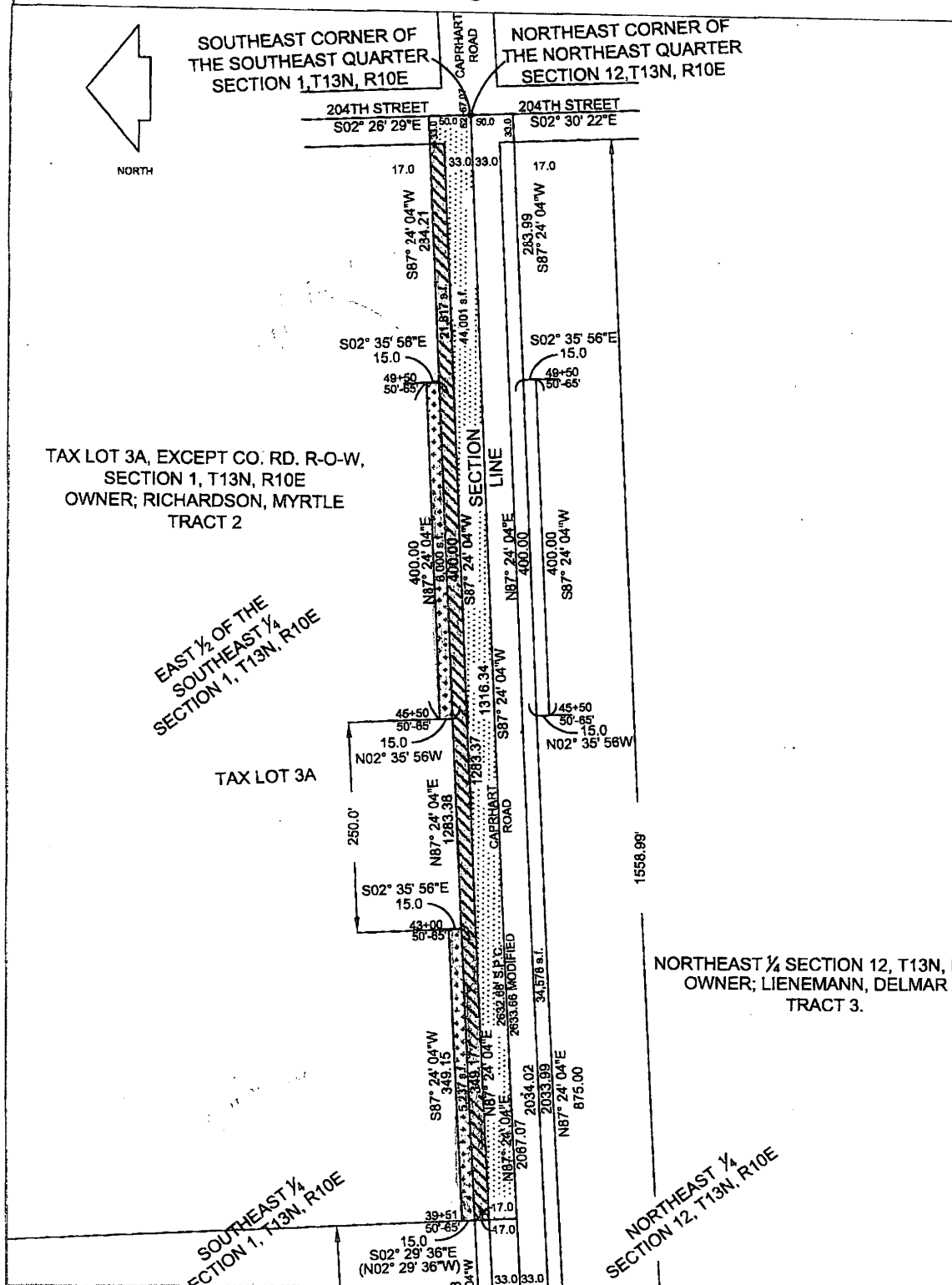
Temporary Construction Easement over and across Tax Lot 3A, in Section 1, Township 13 North, Range 10 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, described as follows:

Beginning at a point on the west line of said Tax Lot 3A, and 50.0 feet north of the south line of said Southeast Quarter of said Section 1; thence continuing along said west line, bearing N0229'36"W (an assumed bearing) for 15.0 feet; thence along a line being 65.0 feet north of and parallel with the south line of said Southeast Quarter, bearing N8724'04"E for 349.15 feet; thence S0235'56"E for 15.0 feet; thence westerly along a line being 50.0 feet north of and parallel with the south line of said Southeast Quarter, bearing S8724'04"W for 349.17 feet to the Point of Beginning; Said tract contains 5,237 square feet or 0.12 acres, more or less.

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## EXHIBIT "A"

Page 2 of 2



NEW R.O.W. ACQUISITION		21,817 S.F.
PERMANENT EASEMENT		N/A S.F.
TEMPORARY EASEMENT		11,237 S.F.
EXISTING R.O.W.		44,001 S.F.

MAILING ADDRESS:

12502 SOUTH 204TH STREET

GRETNA, NE. 68028-0000

OWNER:	TRACT 2
OWNER:	Myrtle Richardson
LEGAL:	TAX LOT 3A, IN EAST 1/2, SOUTHEAST 1/4 SECTION 1, T13N, R12E
DATE:	2/14/12

SARPY COUNTY PUBLIC WORKS

15100 SOUTH 84TH STREET, PAPILLION, NEB. 68046 537-6900

PROJECT NO. C77 (12-05) BRIDGE #157