

99-021745

FILED SARPY CO. NE.
INSTRUMENT NUMBER
99-021745
99 JUL -9 AM 9: 05
Lloyd J. Dowding
REGISTER OF DEEDS

Counter D
Verify S
D.E. a
Proof JK
Fee \$ 16.00
Ek Cash Chg



**THIS PAGE ADDED
FOR RECORDING
INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

LLOYD J. DOWDING
SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE, #1109
PAPILLION, NE 68046-2895
402-593-5773

99-021745A

- 1. Owner
- 2. Owner
- 3. Buyer

SARPY COUNTY
NEBRASKA
Political Subdivision

Project No. _____
Tract No. _____

**RIGHT OF WAY CONTRACT
PERMANENT EASEMENT**

THIS CONTRACT, made and entered into this 6th day of July, 1999
by and between County of Sarpy, Nebraska
1210 Golden Gate Drive
Address: Papillion, NE 68046
hereinafter called the OWNER, and Timmerman & Sons Inc./Leo 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 Permanent Easement 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 _____	n. wide _____	side _____
From Sta. _____	to Sta. _____	a strip _____	n. wide _____	side _____
From Sta. _____	to Sta. _____	a strip _____	n. wide _____	side _____
From Sta. _____	to Sta. _____	a strip _____	n. wide _____	side _____
From Sta. _____	to Sta. _____	a strip _____	n. wide _____	side _____
From Sta. _____	to Sta. _____	a strip _____	n. wide _____	side _____
From Sta. _____	to Sta. _____	a strip _____	n. wide _____	side _____
From Sta. _____	to Sta. _____	a strip _____	n. wide _____	side _____
From Sta. _____	to Sta. _____	a strip _____	n. wide _____	side _____
From Sta. _____	to Sta. _____	a strip _____	n. wide _____	side _____
From Sta. _____	to Sta. _____	a strip _____	n. wide _____	side _____
From Sta. _____	to Sta. _____	a strip _____	n. wide _____	side _____

Said Permanent Easement, for construction purposes, will be utilized more specifically as follows: Water line
As shown on approved plans and situated in the
SW 1/4 of Section 16 & the NW 1/4 of Section 21
of Section _____ Township 13 Range 11 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 purchase the above described Permanent Easement and in pay, therefore, upon the delivery of said executed Permanent Easement. If the OWNER so desires, he/she shall have the right to receive 100% of the final payments due under this contract prior to the BUYER'S use thereof.

Approximately <u>1320</u> _____ <u>sq ft</u> _____ per acre, Bis. _____ to Sta. _____	\$ <u>1.00</u>
Approximately _____ acres at \$ _____ per acre, Bis. _____ to Sta. _____	\$ _____
Approximately _____ acres at \$ _____ per acre, Bis. _____ to Sta. _____	\$ _____
Moving and replacing approximately _____ rods of fence at \$ _____ per rod	\$ _____
Moving and replacing approximately _____ rods of fence at \$ _____ per rod	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL	\$ <u>1.00</u>

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

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 as so to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the Permanent Easement, 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 Timmerman & Sons Inc./Leo
By Mary J. Timmerman
Date July 9, 1999

OWNER
Thomas A. O'Hara
Thomas A. O'Hara
Chairman: Sarpy County
Board of Commissioners

Permanent Easement - Political Subdivision

99-021745B

Dated this 9th day of July, 1999.

On the above date, before me a General Notary Public duly commissioned and qualified, personally came Mary Meister

to me known to be the identical person whose name appeared in 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 Alice E. Roy My commission expires the 30th day of December, 1999

STATE OF NE Sarpy



Dated this 6th day of July, 1999

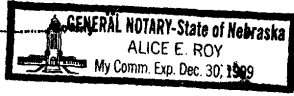
On the above date, before me a General Notary Public duly commissioned and qualified, personally came Thomas A. O'Hara

to me known to be the identical person whose name appeared in 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 Alice E. Roy My commission expires the 30th day of December, 1999

STATE OF NE SARPY



MEMORANDUM

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

PERMANENT EASEMENT
LEGAL DESCRIPTION

A tract of land located in sections 16 and 21, T13N, R11E of the 6th P.M., Sarpy County, Nebraska, and being more particularly described as follows: Commencing at the NW corner of said section 21; thence east along the north line of said section 21, a distance of 1185.00 feet to the point of beginning; thence north, a distance of 33.00 feet to a point on the north right-of-way line of Platteview Road. Thence east a distance of 20.00 feet; thence south a distance of 33.00 feet to a point on the south line of said section 16; thence continuing south a distance of 33.00 feet to the south right-of-way line of Platteview Road. Thence west a distance of 20.00 feet; thence north a distance of 33.00 feet to the north line of said section 21 and the point of beginning. Containing 1320 sq. ft.

NOTE: Owners improvement is located in road right-of-way at his risk and liability. If the County requests, it shall be relocated promptly and at no cost to the County.

Timmerman + Sons Feeders Co.
165 S. 2nd St.
Springfield, Ne 68059
c/o Mary Meister (Rev)