

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2003-31977

2003 JUN 11 P 2:13 8

Lloyd J. Dowding
REGISTER OF DEEDS

Counter *DA*
Verify *LM*
D.E. *SM*
Proof *SM*
Fee \$ 16.00
Ck 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, STE 1109
PAPILLION, NE 68046-2895
402-593-5773

A

COPIES TO:

- 1.
- 2. Owner
- 3. Buyer

SARPY COUNTY
RIGHT OF WAY CONTRACT
PERMANENT EASEMENT

Project No. _____

Tract No. _____

THIS CONTRACT, made and entered into this 9th day of May, 2003, 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 _____	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 Permanent Easement, for construction purposes, will be utilized more specifically as follows: Water line
SW 1/4 of Section 16 & the NW 1/4 of Section 21 as shown on approved plans and situated in the

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 to 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 sq ft</u> acres at \$ _____ per acre, Sta. _____ to Sta. _____	\$ <u>1.00</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	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
APPROXIMATE 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 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 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, such 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

OWNER SARPY COUNTY

By Mary L. Meiste

Inez M. Boyd

Date May 9, 2003

Inez M. Boyd, Acting Chairman

Sarpy County Board of Commissioners

31977

Permanent Easement - Sarpy County

2003-31977B

Dated this _____ day of _____, 20____
On the above date, before me a General Notary Public duly commissioned and qualified, personally came _____

Dated this 13th day of May, 2003
On the above date, before me a General Notary Public duly commissioned and qualified, personally came Inez M. Boyd

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.

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.

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

Notary _____

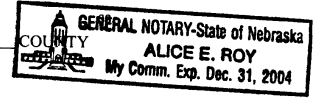
Notary Alice E. Roy

My commission expires the _____ day of _____, 20____

My commission expires the 31st day of December, 2004

STATE OF _____ ss. _____ COUNTY

STATE OF Nebraska Sarpy



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

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 2,138 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.

RTR
Timmerman + Sons Feeding Co.
165 S. 2nd St. - Box 367
Springfield, Ne 68059
c/o Mary Pfeister