

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2001 16685

2001 JUN -6 A 11:42 B

Lloyd J. Dowding
REGISTER OF DEEDS

Counter 8551
Verify D
D.E. h
Proof AK
Fee \$ 30.50
Ck Cash Chg
MOA



**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
Clerk Office - Alice

2001-16685A

COPIES TO:

- 1.
- 2. Owner
- 3. Buyer

SARPY COUNTY
RIGHT OF WAY CONTRACT

Project No. G-77(99-1)B

Tract No. _____

THIS AGREEMENT, made and entered into this 4th 11th day of May 2001, by and between Lucille Schneekloth

Address: 3515 Schneekloth Road, Bellevue, NE 68123

hereinafter called the OWNER, and SARPY COUNTY, 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 deed, 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
 From Sta. _____ to Sta. _____, a strip _____ ft. wide _____ side

NE, SE, 1/4's

and as shown on approved plans and situated in the _____
 of Section 16, Township 13, Range 13, 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 real estate and to pay therefor upon delivery of said executed deed. If the Owner so desires he/she shall have the right to receive 100% of the payments due under this contract prior to vacating the premises being acquired.

Approximately <u>0.72 AC.</u> at \$ <u>19,000</u> per <u>Acre</u> , Sta. _____ to Sta. _____	\$ <u>13,680.00</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 <u>52</u> rods of fence at \$ <u>15.50</u> per rod	\$ <u>806.00</u>
_____	\$ _____
_____	\$ _____
APPROXIMATE TOTAL	\$ <u>14,486.00</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.

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 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 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

By [Signature] Lucille Schneekloth
721 712-14-4160
 SS# _____

Date June 4, 2001

2001-16685B

Dated this 4th day of JUNE, 2001
On the above date, before me a General Notary Public duly commissioned and qualified, personally came LUCILLE SCHNEIDER

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.

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.

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

Notary Thomas A. Lynam

Notary _____

My commission expires the 28th day of July, 2004

My commission expires the _____ day of _____, 20____

STATE OF NEBRASKA

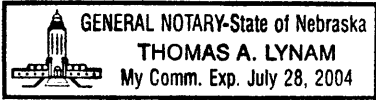
STATE OF _____

ss.

ss.

SARPY COUNTY

_____ 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 _____

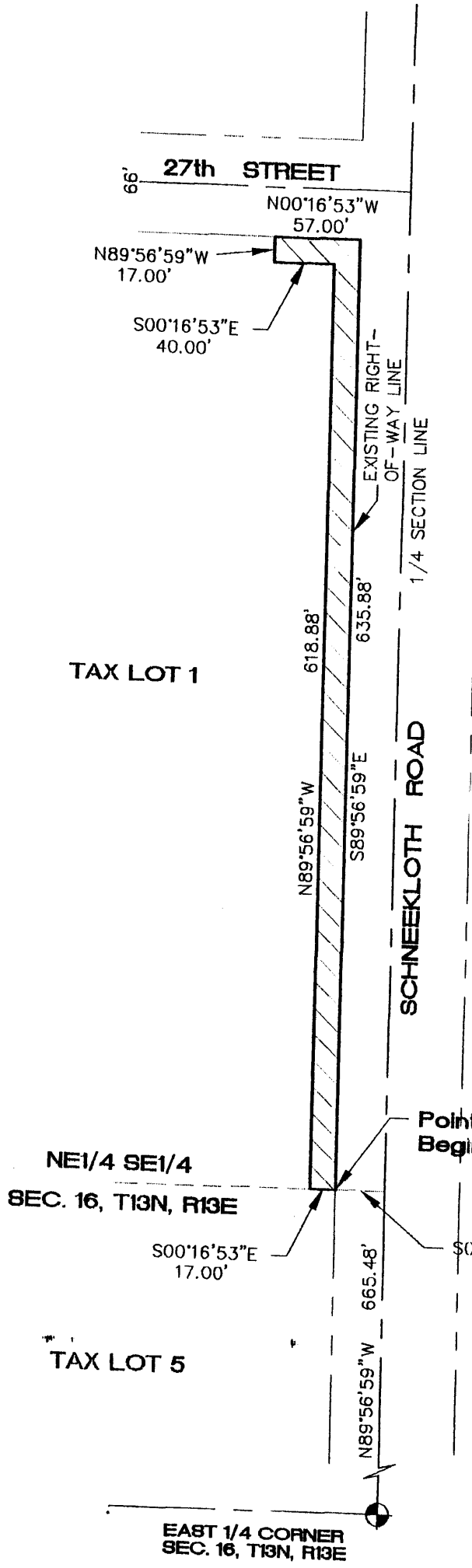
TENANT - Exact and full names. Rent Agreement _____

REMARKS

(See Attached Legal Description) (3)

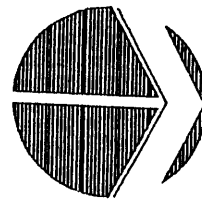
PERMANENT RIGHT-OF-WAY

2001-16685C

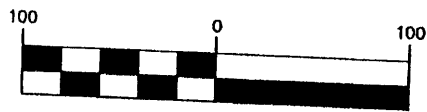


LEGAL DESCRIPTION

A PERMANENT RIGHT-OF-WAY EASEMENT LOCATED IN TAX LOT 1, IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6th P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 16; THENCE N89°56'59"W (ASSUMED BEARING) 665.48 FEET ALONG THE NORTH LINE OF SAID NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER AND ALONG THE CENTERLINE OF SCHNEEKLOTH ROAD; THENCE S00°16'53"E 33.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SCHNEEKLOTH ROAD AND POINT OF BEGINNING; THENCE CONTINUING S00°16'53"E 17.00 FEET; THENCE N89°56'59"W 618.88 FEET; THENCE S00°16'53"E 40.00 FEET; THENCE N89°56'59"W 17.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF 27th STREET; THENCE N00°16'53"W 57.00 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID SCHNEEKLOTH ROAD; THENCE S89°56'59"E 635.88 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. DESCRIBED EASEMENT CONTAINS 11,490 SQUARE FEET OR 0.26 ACRES, MORE OR LESS.



NORTH



1 inch = 100 ft.

Drawing: S:\DWG\NEWPIGRIMS\NEW25TH\PERM EASEMENT3.DWG March 01, 2001 11:27:41 a.m.

DESIGNED:

DRAWN: GSJ

CHECKED: RDH

DATE: 3-01-01 PROJECT NO.



Hill-Farrell Associates, Inc.
 Architects, Engineers, Land Surveyors
 1008 Lincoln Rd., Bellevue, NE 68005 402-291-6100

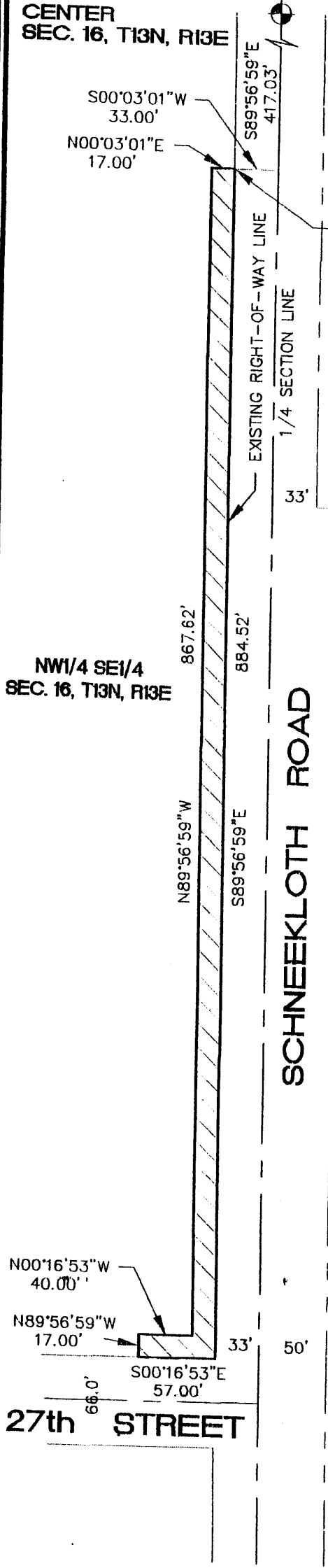
SHEET NO.

1 OF 1

PERMANENT RIGHT-OF-

2001-16685D

CENTER
SEC. 16, T13N, R13E



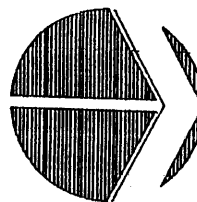
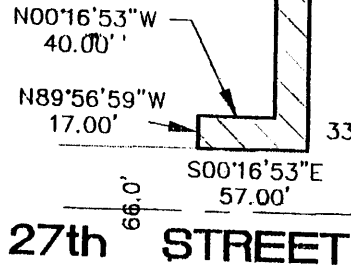
Point of Beginning

LEGAL DESCRIPTION

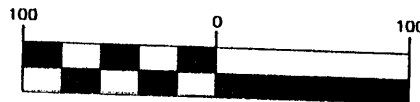
A PERMANENT RIGHT-OF-WAY EASEMENT LOCATED IN THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 16; THENCE S89°56'59"E (ASSUMED BEARING) 417.03 FEET ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER AND ALONG THE CENTERLINE OF SCHNEEKLOTH ROAD; THENCE S00°03'01"W 33.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SCHNEEKLOTH ROAD AND POINT OF BEGINNING; THENCE S89°56'59"E 884.52 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF 27th STREET; THENCE S00°16'53"E 57.00 FEET ALONG SAID WEST RIGHT-OF-WAY LINE; THENCE N89°56'59"W 17.00 FEET; THENCE N00°16'53"W 40.00 FEET; THENCE N89°56'59"W 867.62 FEET; THENCE N00°03'01"E 17.00 FEET TO THE POINT OF BEGINNING. DESCRIBED EASEMENT CONTAINS 15,718 SQUARE FEET OR 0.36 ACRES, MORE OR LESS.

NW1/4 SE1/4
SEC. 16, T13N, R13E

SCHNEEKLOTH ROAD



NORTH



1 inch = 100 ft.

March 01, 2001 9:15:31 a.m.
Drawing: S:\DWG\NEWPIGRIMS\NEW25TH\PERM EASEMENT2.DWG

DESIGNED:

DRAWN: GSJ

CHECKED: RDH

DATE: 3-01-01 PROJECT NO.



Hill-Farrell Associates, Inc.
Architects, Engineers, Land Surveyors
1008 Lincoln Rd., Bellevue, NE 68005 402-291-6100

SHEET NO.

1 OF 1

PERMANENT RIGHT-OF-WAY

2001-16685E

LEGAL DESCRIPTION

A PERMANENT RIGHT-OF-WAY EASEMENT LOCATED IN THE WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 16; THENCE S89°56'59"E (ASSUMED BEARING) 417.03 FEET ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 16 AND ALONG THE CENTERLINE OF SCHNEEKLOTH ROAD; THENCE N00°03'01"E 33.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID SCHNEEKLOTH ROAD AND POINT OF BEGINNING; THENCE CONTINUING N00°03'01"E 17.00 FEET; THENCE S89°56'59"E 249.94 FEET TO THE EAST LINE OF SAID WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER; THENCE S00°13'52"E 17.00 FEET ALONG SAID EAST LINE TO SAID NORTH RIGHT-OF-WAY LINE; THENCE N89°56'59"W 250.02 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. DESCRIBED EASEMENT CONTAINS 4,250 SQUARE FEET OR 0.10 ACRES, MORE OR LESS.

W1/2 SW1/4 NE1/4
SEC. 16, T13N, R13E

114
PIPER GLEN

115

S89°56'59"E 249.94'

N00°03'01"E
33.00'

Point of Beginning

N89°56'59"W 250.02'

EXISTING RIGHT-OF-WAY LINE

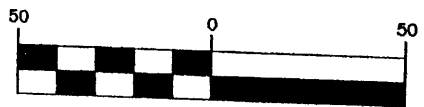
S00°13'52"E
17.00'

SCHNEEKLOTH ROAD

1/4 SECTION LINE

S89°56'59"E
417.03'

CENTER
SEC. 16, T13N, R13E



1 inch = 50 ft.

March 01, 2001 8:04:31 a.m.
Drawing: S:\DWG\NEWPIGRIMS\NEW25TH\PERM EASEMENT1.DWG

DESIGNED:

DRAWN: GSJ

CHECKED: RDH

DATE: 3-01-01 PROJECT NO.



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SHEET NO.

1 OF 1