

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2001 16686

2001 JUN -6 A 11:42 AM

*Sharon Dowding*  
REGISTER OF DEEDS

Counter RS  
Verify D  
D.E. h  
Proof AK  
Fee \$ 20.50  
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*

2001-16686A

COPIES TO:

- 1.
- 2. Owner
- 3. Buyer

**SARPY COUNTY**  
**RIGHT OF WAY CONTRACT**  
**PERMANENT EASEMENT**

Project No. C77(99-1)B

Tract No. \_\_\_\_\_

THIS CONTRACT, made and entered into this 11th day of June, 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 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 _____
From Sta. _____	to Sta. _____	, a strip _____	ft. wide _____	side _____

Said Permanent Easement, for construction purposes, will be utilized more specifically as follows: Drainage as shown on approved plans and situated in the

SE 1/4 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 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>0.02</u> acres at \$ <u>4750.00</u> per acre, Sta. _____ to Sta. _____	\$ <u>95.00</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	\$ _____
<u>Note: Permanent Easement computed @ 25% of actual value</u>	
<u>19,000/AC X .25 = \$4750.00/Ac.</u>	\$ _____
APPROXIMATE TOTAL	\$ <u>95.00</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: SARPY COUNTY  
 By [Signature]  
 Date June 4, 2001

OWNER  
Lucille Schneekloth  
 Lucille Schneekloth  
781-912-4160  
 STSS# \_\_\_\_\_

2001-16686B

Dated this 4<sup>th</sup> day of JUNE, 20 01  
On the above date, before me a General Notary Public duly commissioned and qualified, personally came LUCILLE SCHNECKLOTH

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 28<sup>th</sup> day of July, 20 04

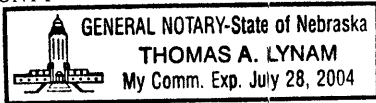
My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

STATE OF NEBRASKA

STATE OF \_\_\_\_\_

ss. SARPY COUNTY

ss. \_\_\_\_\_ 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 \_\_\_\_\_

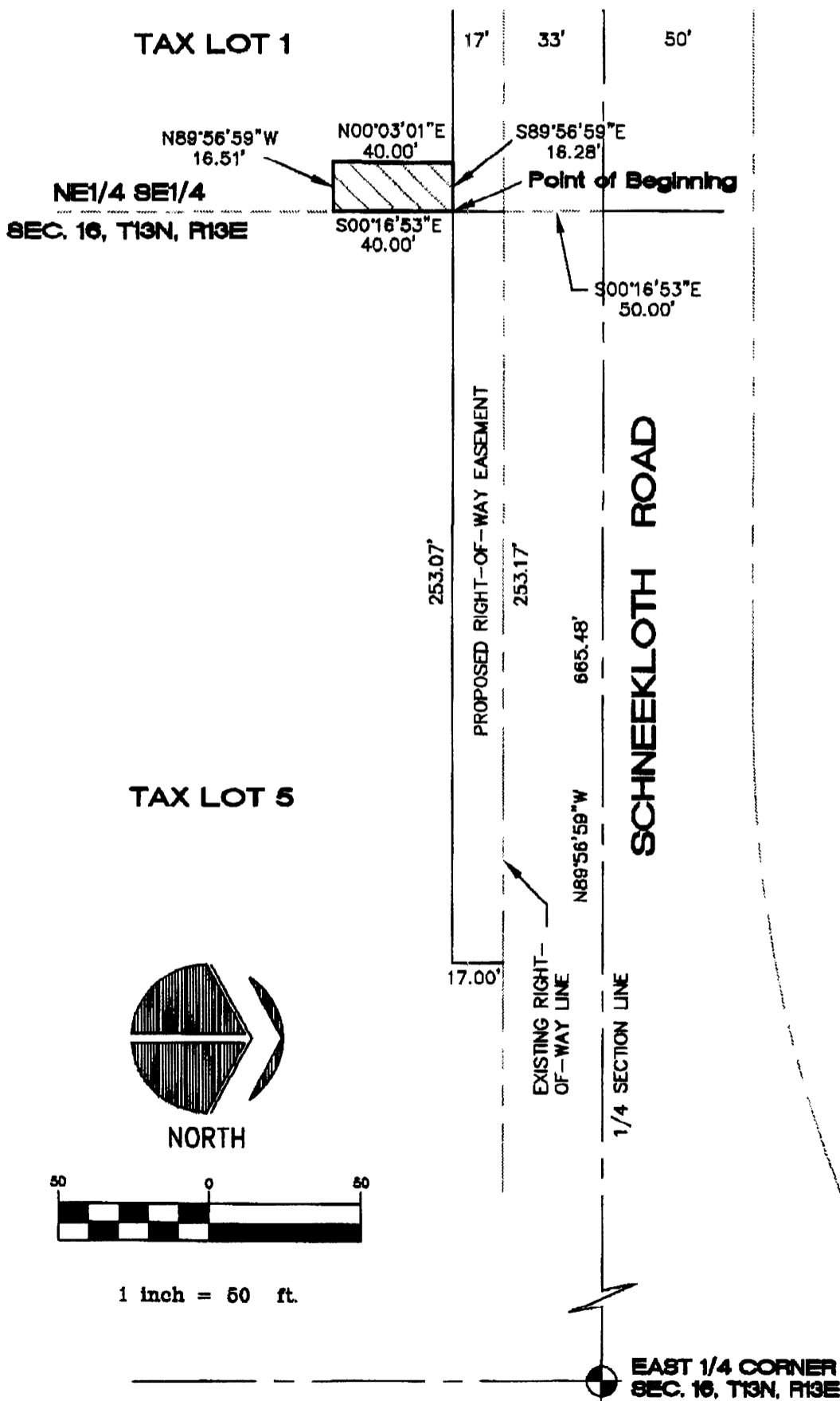
REMARKS

See Attached Legal Description.

# PERMANENT DRAINAGE EASEMENT

## LEGAL DESCRIPTION

A PERMANENT DRAINAGE EASEMENT LOCATED IN PART OF 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, 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 50.00 FEET ALONG THE EAST LINE OF SAID TAX LOT 1 TO THE PROPOSED SOUTH RIGHT-OF-WAY LINE OF SCHNEEKLOTH ROAD AND POINT OF BEGINNING; THENCE CONTINUING S00°16'53"E 40.00 FEET ALONG SAID EAST LINE; THENCE N89°56'59"W 16.51 FEET; THENCE N00°03'01"E 40.00 FEET TO THE PROPOSED SOUTH RIGHT-OF-WAY LINE OF SCHNEEKLOTH ROAD; THENCE S89°56'59"E 16.28 FEET ALONG SAID PROPOSED SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. DESCRIBED EASEMENT CONTAINS 656 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.



March 19, 2001 10:01:03 a.m.  
 Drawing: S:\DWG\NEWPIGRIMS\NEW28TH\DRAINAGE EASEMENT1.DWG

DESIGNED: DRAWN: GSJ CHECKED: RDH DATE: 3-01-01 PROJECT NO.

SHEET NO.



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

1 OF 1