



MISC 2004140702



OCT 27 2004 13:21 P 4

Please return to:
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YOUNG & WHITE
8742 Frederick Street
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Omaha, NE 68124-5358
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Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
10/27/2004 13:21:08.10



2004140702

Space above line for recording purposes

ATTACHMENT FOR RECORDING PURPOSES:

A PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 12, TOWNSHIP 15
NORTH, RANGE 10 EAST OF THE SIXTH P.M., DOUGLAS COUNTY,
NEBRASKA, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A"
ATTACHED TO THE RIGHT OF WAY CONTRACT.

a
Misc 708
FEE *121510* FB *01-6000*
BKP *121510* C/O _____
1 DEL _____ SCAN _____ CV _____

Vanderhart

COPIES TO:
 1. R.O.W. Div., Nebr. Dept. of Roads
 2. Owner
 3. Buyer

Nebraska Department of Roads
Political Subdivision

Project No.: 266pk29(JEO)
 Control No.:
 Tract No.: Vanderhart

**Right of Way Contract
 Permanent Easement**

THIS CONTRACT, made and entered into this _____ day of _____, 20____, by and between Mr. Mark Vanderhart

Address: 846 Amelia Ave., Elkhorn, NE 68022
 hereinafter called the OWNER, and _____ City of Elkhorn, Nebraska 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.	255+94	to Sta.	256+54	, a strip	7	ft. wide	Rt	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: construction and maintenance of concrete bike and walking trail. Maintenance includes snow removal. As shown on approved plans and situated in the SE of Section 12, Township 15N, Range 10E, of the 6th P.M. in Douglas 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 0.01 acres at \$ _____ per acre, Sta. 255+94 to Sta. 256+54	\$ _____
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	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL	\$ _____

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, 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 City of Elkhorn OWNER _____
 By Donald B. Cisneros _____
 Date 10/13/04 _____
Mark Vanderhart
Doreas Vanderhart

Permanent Easement - Political Subdivision

REMARKS

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 _____

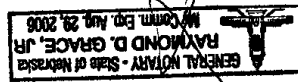
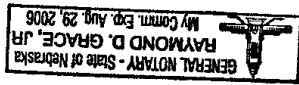
Name of executor or administrator _____

If any of the owners or heirs are minors, give their names and ages _____

Name of guardian _____

TENANT - Exact and full names. Rent Agreement _____

PLEASE PRINT ALL NAMES



MEMORANDA

<p>Dated this <u>12</u> day of <u>Oct</u>, 20<u>04</u></p> <p>On the above date, before me a General Notary Public duly commissioned and qualified, personally came <u>Mark Whitmer + Davis Whitmer</u></p> <p>whose name _____</p> <p>to me known to be the identical person _____</p> <p>affixed to the foregoing instrument as grantor _____</p> <p>and acknowledged the same to be a voluntary _____</p> <p>act and deed.</p> <p>WITNESS my hand and Notarial Seal the day and year above written.</p> <p>Notary _____</p> <p>My commission expires the _____ day of _____, 20<u>06</u></p> <p>STATE OF <u>Nebraska</u></p> <p>County <u>Franklin</u></p> <p>ss. _____</p>	<p>Dated this <u>15</u> day of <u>October</u>, 20<u>04</u></p> <p>On the above date, before me a General Notary Public duly commissioned and qualified, personally came <u>Donita E. Kimball</u></p> <p>whose name _____</p> <p>to me known to be the identical person _____</p> <p>affixed to the foregoing instrument as grantor _____</p> <p>and acknowledged the same to be a voluntary _____</p> <p>act and deed.</p> <p>WITNESS my hand and Notarial Seal the day and year above written.</p> <p>Notary <u>Charm K. Gibson</u></p> <p>My commission expires the <u>15</u> day of <u>April</u>, 20<u>06</u></p> <p>STATE OF <u>Nebraska</u></p> <p>County <u>Franklin</u></p> <p>ss. _____</p>
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