



MISC 2004142325



NOV 01 2004 11:43 P 4

Please return to:
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Omaha, NE 68124-5358
(402) 393-5600

Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
11/1/2004 11:43:04.52



2004142325

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.

F

Misc 20⁵⁰ 01.60000
4 FEE _____ FV _____
BKP 12-15-10¹¹ C/O _____ COMP _____
1 DEL _____ SCAN _____ FV _____
#1252

- ~~1. R.O.W. Div., Nebr. Dept. of Roads.~~
2. Owner
3. Buyer

Right of Way Contract

Permanent Easement

Tract No. Bahn

hereinafter called the OWNER, and City of Elkhorn, Nebraska hereinafter called the BUYER.

[illegible]

of Section 12, Township 15N, Range 10E, of the 6th P.M. in Douglas County, Nebraska.

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.

[illegible]

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.

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 One2B2B Inc
By City of Elkhorn
Date 10-5-04

OWNER: ☒ Ronald Bahn
Carol Bahn

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

GENERAL NOTARY - State of Nebraska
CHERYL K. ECKERMAN
My Comm. Exp. April 15, 2006

GENERAL NOTARY - State of Nebraska
CHERYL K. ECKERMAN
My Comm. Exp. April 15, 2006

Dated this 5 day of Oct., 2004.

On the above date, before me a General Notary Public duly commissioned and qualified, personally came Ronald & Carol Beck

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.

Notary Cheryl K. Eckerman

My commission expires the 15 day of April, 2006

STATE OF Nebraska

County Douglas ss.

Dated this 5 day of Oct., 2004.

On the above date, before me a General Notary Public duly commissioned and qualified, personally came Daniel E. Kneier

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.

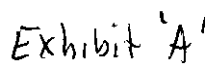
WITNESS my hand and Notarial Seal the day and year above written.

Notary Cheryl K. Eckerman

My commission expires the 15 day of April, 2006

STATE OF Nebraska

County Douglas ss.



A 7.00 FOOT WIDE PERMANENT EASEMENT TO BUILD, FENCE, MAINTAIN AND REPAIR THE FOLLOWING: MAILING ROOM, TRAIL WITH APPURTENANCES AND ACCESSORIES, LOCATED IN THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 55 NORTH, RANGE 12 EAST OF THE SIXTH P.M., DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, COMMENCING AT THE NORTHEAST CORNER OF TAX LOT 16, IN THE CITY OF ELKHORN AND IN SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SAID POINT ALSO BEING ON THE SOUTH LINE OF PARK ROAD, AS PLATTED IN THE CITY OF ELKHORN; THENCE EASTERY, ON SAID SOUTH RIGHT-OF-WAY LINE OF SAID PARK ROAD, A DISTANCE OF 60.24 FEET, MORE OR LESS, TO A POINT, WHICH IS 80.00 FEET DISTANT FROM, WHEN MEASURED PERPENDICULAR TO SAID EAST LINE OF SAID TAX LOT 16, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL WITH SAID EAST LINE, A DISTANCE OF 7.00 FEET, MORE OR LESS, THENCE EASTERLY PARALLEL WITH SAID EAST LINE, A DISTANCE OF 7.00 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MAIN STREET AS PLATTED IN THE CITY OF ELKHORN; THENCE NORTHERLY ON SAID WEST LINE OF MAIN STREET AS PLATTED IN THE CITY OF ELKHORN; THENCE WESTERLY ON SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING.

A 3.00 FOOT WIDE TEMPORARY EASEMENT FOR THE CONSTRUCTION OF THE FOLLOWING: WALKING/BIKE TRAIL, WITH APPURTENANCES AND ACCESSORIES, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE SIXTH P.M. MERIDIAN, NEBRASKA BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE SIXTH P.M. MERIDIAN, AND POINT OF BEGINNING, BEING THE SOUTHWEST CORNER OF SAID QUARTER, AND IN THE CITY OF ELMHORN, THENCE EASTING ON THE SOUTH BOUNDARY OF SAID QUARTER TO A POINT OF DISTANCE OF 60.24 FEET, MORE OR LESS, TO A POINT WHICH IS 60.00 FEET DISTANT FROM WHEN MEASURING PERPENDICULAR TO SAID EAST LINE OF SAID TWP 15N R. 10E, THENCE SOUTHERLY PARALLEL WITH SAID EAST LINE, A DISTANCE OF 7.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING, THENCE COMMENCING SOUTHERLY PARALLEL WITH SAID EAST LINE, A DISTANCE OF 3.00 FEET, MORE OR LESS, TO A POINT OF DISTANCE OF 3.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING, THENCE NORTHWESTERLY PARALLEL WITH SAID WEST LINE, A DISTANCE OF 3.00 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY BOUNDARY LINE OF SAID TWP 15N R. 10E, THENCE NORTHWESTERLY PARALLEL WITH SAID WEST LINE, A DISTANCE OF 3.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

[illegible]

2004
MAIN STREET TO
GREENBRIER PARK TRAIL
ELKHORN, NEBRASKA

EASEMENT PLAT

JEO Consulting Group, Inc.
402 44-3-0651 P.O. BOX 207 WADCO, NEBRASKA 68066