

89-05612

### WARRANTY DEED

Papio Valley Land Co. Donald Graham (Pres.) , Grantor, whether one or more.  
 in consideration of one dollar (\$1.00) and other valuable consideration  
 , receipt of which is hereby acknowledged, conveys to  
 County of Sarpy, Nebraska , Grantee,  
 the following described real estate (as defined in Neb. Rev. Stat. § 76-201) in  
 County, Nebraska:

See Attached Legal Description

FILED SARPY CO. NE.  
INSTRUMENT NUMBER

89-05612

1989 MAY 15 AM 9:00

REGISTER OF DEEDS

NEBRASKA DOCUMENTARY  
 STAMP TAX  
 MAY 15 1989  
 \$ 5.00 BY [Signature]

INDEXED [initials]  
 PAGED [initials]  
 GRANTEE [initials]  
 GRANTOR [initials]  
 FILED [initials]  
 CHECKED [initials]  
 FEES [initials]  
 N/C

Grantor covenants (jointly and severally, if more than one) with the Grantee that Grantor:

- (1) is lawfully seised of such real estate and that it is free from encumbrances
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend the title to the real estate against the lawful claims of all persons.

Executed: May 12, 1989.

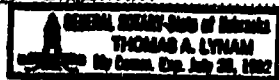
[Signature]  
 Donald Graham (Pres)

State of Nebraska

County of Douglas

The foregoing instrument was acknowledged before me on May 12, 1989

by DONALD GRAHAM



[Signature]

05612

89-05612A

Project: C-77(213)  
Tract No. 1 (north of railroad)  
Papio Valley Land Co.  
c/o Donald Graham  
Graham Enterprises  
14012 Giles Road  
895-6040

Being a tract of land located in the S  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of Section 16 T14N, R11E of the 6th P.M. Sarpy County, Nebraska: more particularly described as follows: commencing at the east  $\frac{1}{4}$  corner of said Section 16: thence N00°00'01"E (assumed bearing) along and upon the east line of said Section 16, a distance of 680.65': thence west, a distance of 33.00' to the point of beginning said point is also on the west Right-of-Way line of 168th Street: thence S08°52'37"W, a distance of 511.12' to a point on the north Right-of-Way line of the Burlington Railroad: thence northeasterly on a 03°41.94' degree spiral curve to the right, having a chord bearing of N65°00'21"E, a distance of 87.02' to the point of intersection of the north Right-of-Way line of the Burlington Railroad and the west Right-of-Way line of 168th Street: thence N00°00'01"E along and upon the west Right-of-Way line of 168th Street, a distance of 468.23' to the point of beginning.

Containing 18,431.85 sq. ft.  
0.4231 ac.

89-05612-B

Project: C-77(213)  
Tract No. 1 (south of railroad)  
Papio Valley Land Co.  
c/o Donald Graham  
Graham Enterprises  
14012 Giles Road  
895-6040

Being a tract of land located in the S  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of Section 16 T14N, R11E of the 6th P.M. Sarpy County, Nebraska: more particularly described as follows: commencing at the east  $\frac{1}{4}$  corner of said Section 16: thence west (assumed bearing) a distance of 33.00' to the point of beginning said point is on the existing west Right-of-Way line of 168th Street: thence N16°46'24"W, a distance of 93.64' to a point on the southerly Right-of-Way line of the Burlington Railroad: thence north-easterly on a 03°41.94' degree spiral curve right, having a chord bearing of N64°38'53"E, a distance of 29.90' to the point of intersection of the south Right-of-Way line of the Burlington Railroad and the west Right-of-Way line of 168th Street: thence S00°00'01"W along and upon the west Right-of-Way line of 168th Street, a distance of 102.46' to the point of beginning.

Containing 1,385.75 sq. ft.  
0.0318 ac.

89-05612C

COPIES TO:

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

County of Sarpy, Nebraska  
 Political Sub-Division  
 RIGHT OF WAY CONTRACT

Project No. C77(213)  
 Tract No. 1

THIS AGREEMENT, made and entered into this 12th day of May, 19 89 by and between Papio Valley Land Co. Donald D. Graham (Pres.)  
 Address: 10828 Old Mill Rd. Omaha, Nebraska 68154  
 hereinafter called the OWNER, and County of Sarpy, 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 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

and as shown on approved plans and situated in the South 1/2 of the Northeast 1/4  
 of Section 16, Township 14, 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 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 final payments due under this contract prior to vacating the premises being acquired.  
0.0318AC. + 0.4231 AC. = 0.4549 AC.

Approximately _____ at \$ _____	per _____ Sta. _____ to Sta. _____	\$ _____
Approximately <u>0.45AC</u> at \$ <u>3,777.78</u>	per Acres Sta. _____ to Sta. _____	\$ <u>1,700.00</u>
Approximately _____ at \$ _____	per _____ Sta. _____ to Sta. _____	\$ _____
Moving and replacing approximately _____	rods of fence at \$ _____ per rod	\$ _____
Moving and replacing approximately _____	rods of fence at \$ _____ per rod	\$ _____
	<b>Abstract Allowance</b>	\$ <u>50.00</u>
		\$ _____
		\$ _____
	<b>APPROXIMATE TOTAL</b>	\$ <u>1,750.00</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 payment 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.

**BUYER**

County of Sarpy, Nebraska

Thomas A. Lynn  
 Sarpy Co. Surveyors Office  
 Date 5/12/89

**OWNER**

Donald D. Graham  
 Papio Valley Land Co.  
 Donald D. Graham (Pres.)

INDEXED \_\_\_\_\_  
 FILED \_\_\_\_\_  
 MAY 12 1989  
 SARPY COUNTY, NEBRASKA

Paul J. Doulik

**Right of Way Contract - Political Sub-Division**

89-05612 D

Dated this 12<sup>th</sup> day of May, 19 89.  
On the above date, before me General Notary Public duly commissioned and qualified, personally came DONALD

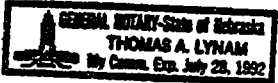
to me known to be the identical person whose name is affixed to the foregoing instrument as grantor He and acknowledged the same to be a voluntary act and deed.

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

Notary Thomas A. Lynam

My commission expires the 28<sup>th</sup> day of July, 19 92.

STATE OF NEBRASKA  
Douglas County ss.



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_  
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.

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

Notary \_\_\_\_\_

My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

STATE OF \_\_\_\_\_  
\_\_\_\_\_ County ss.

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

2/11/8