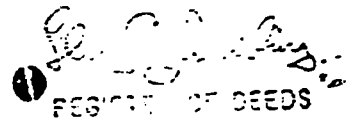


97-11998

FILED SARPY CO. NE.
LAST PAGE NUMBER
97-011998

98 JUN 13 PM 3:33



D.E.
Proc.
Fee: *DLK*
Ck
Cash
Charge

.....

**THIS PAGE ADDED FOR
RECORDING
INFORMATION.**

LLOYD J. DOWDING
SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE #1109
PAPILLION, NEBRASKA 68046-2895

COPIES TO:

- 1. _____
- 2. Owner
- 3. Buyer

SARPY COUNTY
Political Sub-Division
RIGHT OF WAY CONTRACT

97-11998A

Project No. 077(97-3)

Tract No. _____

THIS AGREEMENT, made and entered into this 11TH day of JUNE, 1997 by and between Papio Valley Land Co. & Donald D. Graham

Address: 16828 Old Mill Road
Omaha, Ne., 68154

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 _____

and as shown on approved plans and situated in the NE 1/4 of Section 16, Township 14N, Range 11E, 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.

Approximately _____ at \$ _____	per _____	Sta. _____ to Sta. _____	\$ _____
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>N/A</u>		rods of fence at \$ _____ per rod	\$ _____
<u>R.O.W. acquisition 0.43 Ac.</u>			\$ <u>7,550.00</u>
APPROXIMATE TOTAL			\$ 7,550.00

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.

SARPY COUNTY HIGHWAY DEPT.

OWNER PAPIO VALLEY LAND CO.

By E. M. Golden
E. M. GOLDEN, CHIEF DEPUTY SURVEYOR

By Morgan D. Graham
GENERAL PARTNER

Date June 9, 1997

011998

Right of Way Contract - Political Sub-Division

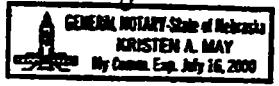
97-11998 B .: .

Dated this 14th day of June 1997
On the above date, before me a General Notary Public duly commissioned and qualified, personally came Margaret L. Thurston
to me known to be the identical person whose name is affixed to the foregoing instrument as grantor and acknowledged the same to be a voluntary act and deed.

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 is 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 Kristen A. May
My commission expires the 16th day of July 2000
STATE OF Nebraska
DeWitt County ss.

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

07-11998C

RIGHT-OF-WAY ACQUISITION

TRACT 2

LEGAL DESCRIPTION

That part of the Northeast Quarter of Section 16, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Commencing at the northeast corner of the said Northwest Quarter of Section 16; Thence South 02°38'44" East (bearings referenced to the Final Plat of MILLARD PARK, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska) for 1329.39 feet along the east line of the said Northeast Quarter of Section 16; Thence South 87°21'16" West for 33.00 feet to the west right of way line of 168th Street and the TRUE POINT OF BEGINNING;

Thence South 02°38'44" East for 550.16 feet parallel with and 33.00 feet west of the east line of the said Northeast Quarter of Section 16;

Thence South 08°13'53" West for 304.58 feet along said west right of way line; Thence North 02°38'44" East for 421.31 feet parallel with and 80.00 feet west of the east line of the said Northeast Quarter of Section 16;

Thence North 14°12'51" East for 105.52 feet; Thence North 00°12'30" East for 329.20 feet to the Point of Beginning. Contains 0.43 acre.

97-11998 D

NE Cor., NE 1/4
Sec. 16, T14N, R1E
Point of Commencement

TRACT 2

PAPIO VALLEY LAND CO.

Donal Graham

Point of Beginning

UNPLATTED

UNPLATTED



160TH STREET

BURLINGTON NORTHERN RAILROAD

2207-S\DWG\921 RESC1-2

Book _____ Page _____ Date 05/13/97 Drawn By CLN Job Number 93909-4157/4160



lamp, rynearson & associates, inc.
engineers surveyors planners

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