

89-09818

County of Sarpy, Nebraska

COPIES TO:

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

Political Subdivision
RIGHT OF WAY CONTRACT
CONTROL OF ACCESS

Project No. C77-(137)
 Tract No. 3

THIS AGREEMENT, made and entered into this 19th day of May, 19 89
 by and between David A. and Linda M. Brown, Husband and Wife

Address: PSC 5811 APO NY, NY 09012
 hereafter 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

and as shown on approved plans and situated in the SW 1/4
 of Section 36, Township 14, Range 12, of the 6th P.M. in Sarpy County, Nebraska.

It is agreed and understood there will be no driveway, either ingress or egress, permitted from the above land subdivision to the highway right of way, except those driveways described from the approved plans as follows:
None

FILED FOR RECORD 8-1-89 AT 142 DISTRICT 8 89-09818

The use of said driveways is set forth on the reverse side hereof.

It is also agreed and understood that the BUYER will construct that portion of the driveways which are on the highway right of way, excepting therefrom such driveways as are designated to be future driveways.

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 the 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 <u>138</u> at \$.....per....., Sta..... to Sta.....	\$ <u>100.00</u>
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 rods of fence at \$..... per rod	\$
Abstract Allowance	\$ <u>50.00</u>
APPROXIMATE TOTAL	\$ <u>150.00</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 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 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 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.

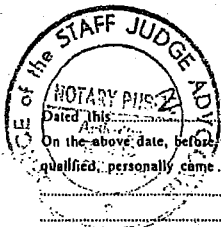
The representative of the BUYER, presenting this contract has given me a copy and explained all of its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding except as set forth in this contract will be honored by the BUYER.

BUYER County of Sarpy, Nebraska
 By David A. Brown
 Date June 19, 1989

OWNER
David A. Brown
Linda M. Brown

Control of Access - Political Subdivision

89-09818A



Dated this 2 day of June, 19 89. On the above date, before me a General Notary Public duly commissioned and qualified, personally came DAVID A. BROWN

Dated this 2 day of June, 19 89. On the above date, before me a General Notary Public duly commissioned and qualified, personally came LINDA M. BROWN

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 Gregory D. Cox My commission expires the 31 day of OCT 2003

Notary Gregory D. Cox My commission expires the 31 day of OCT 2003

STATE OF AIR FORCE AT APO NEW YORK 09832-5000

STATE OF AIR FORCE AT APO NEW YORK 09832-5000

GREGORY D. COX, Capt, USAF Asst Staff Judge Advocate 377 CSW/JA, Ramstein AB, GE

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CLASSIFICATION OF DRIVEWAYS

Field Access - A driveway not to exceed 40 feet in width, to provide for the movement of farming implements and crops so long as it is used consistent with normal farming operations and only so long as traffic upon such access(es) does not exceed ten (10) vehicle movements per hour.

Restricted - A driveway over which develops not more than ten (10) vehicle movements per hour; said driveway to provide access for not more than six (6) dwellings or six (6) apartments.

Unrestricted - A driveway unrestricted as to use, but not to exceed forty (40) feet in width.

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

LEGAL DESCRIPTION

There will be no ingress or egress from the 72nd Street right-of-way across the South and West property lines of Lot 149, Monarch Place, a subdivision located in Section 36, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, said line being more particularly described as follows:

Commencing at the Southwest corner of said Lot 149, Monarch Place; thence N89°59'59"E (assumed bearing), a distance of 50.00 feet to the Point of Beginning; thence S89°59'59"W, along said South line of said Lot 149, Monarch Place, a distance of 50.00 feet to said Southwest corner of Lot 149, Monarch Place; thence N00°00'01"W, along the West line of said Lot 149, Monarch Place, a distance of 79.33 feet; thence N00°01'35"E, along said West line of Lot 149, Monarch Place, a distance of 8.91 feet to the Northwest corner of said Lot 149, Monarch Place, said point also being the Point of Termination.