

92-12901

COPIES TO:

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

COUNTY OF SARPY
STATE OF NEBRASKA

Political Subdivision

Project No. C-77(92-6)B

Control No.

Tract No. 10

RIGHT OF WAY CONTRACT
PERMANENT EASEMENT

THIS CONTRACT, made and entered into this 11 day of MARCH 19 92
by and between GEORGE A. AND GENE A. STOLTENBERG

Address: 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 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.	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

Said Permanent Easement, for construction purposes, will be utilized more specifically as follows: GRADING & DRAINAGE
As shown on approved plans and situated in the
of Section 15, Township 13, Range 13, of the 6th P.M. in 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 .67 acres at \$ 1650.00 per acre, Sta. to Sta.	\$ 1,105.00
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	\$
ABSTRACT ALLOWANCE	\$ 50.00
TOTAL	\$ 1,155.00

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 COUNTY OF SARPY, NEBRASKA

OWNER

By *Thos A. Lynn*

George A. Stoltenberg 6-17-92
GEORGE A. STOLTENBERG

Date 6/22/92

Gene A. Stoltenberg 6/17/92
GENE A. STOLTENBERG

Permanent Easement - Political Subdivision

P2 NW

92-12901A

Dated this 12 day of June 19 92
On the above date, before me a General Notary Public duly commissioned and qualified, personally came Gene A. Stattenberg

Dated this 17th day of June 19 92
On the above date, before me a General Notary Public duly commissioned and qualified, personally came George A. Stattenberg

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.

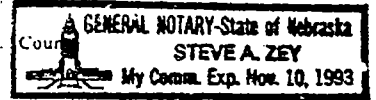
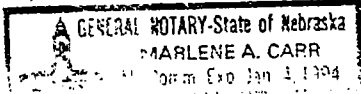
WITNESS my hand and Notarial Seal the day and year above written.

Notary Marlene A. Carr
My commission expires the 4 day of Jan 19 94

Notary Steve Jey
My commission expires the day of 19

STATE OF NE Sarpy ss. County

STATE OF



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

NOTE: PERMANENT EASEMENT WILL BE RELEASED IF GRADING ON REMAINING PROPERTY IS COMPLETED TO CONFORM WITH THE NEW ROAD GRADE.

TENANT WILL BE REIMBURSED FOR APPLIED FERTILIZER WHEN COSTS ARE SUPPLIED TO COUNTY.

PERMANENT EASEMENT DESCRIPTION:

That part of the West 1/2 of the NW1/4 of Section 15, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, described as follows: Commencing at the NW corner of said NW1/4; thence N89°40'17"E 33.00 feet on the North line of said NW1/4; thence S00°03'53"W 33.00 feet on a line 33.00 feet East of and parallel with the West line of said NW1/4 to the point of beginning; thence N89°40'17"E 1286.48 feet on a line 33.00 feet South of and parallel with the North line of said NW1/4 to the East line of the West 1/2 of said NW1/4; thence S00°06'29"W 23.27 feet on the East line of the West 1/2 of said NW1/4; thence N86°30'52"W 19.11 feet; thence S83°57'39"W 100.50 feet; thence S85°22'56"W 200.56 feet; thence N73°37'46"W 104.40 feet; thence S89°40'17"W 867.34 feet on a line 50.00 feet South of and parallel with the North line of said NW1/4; thence N00°03'53"E 17.00 feet on a line 33.00 feet East of and parallel with the West line of said NW1/4 to the point of beginning.

The permanent easement contains 0.67 Acres.

Proof [checked]
D.E. [checked]
Verify [checked]
Filmed [checked]
Checked [checked]
Fee \$ [initials]

INSTRUMENT NUMBER
92-12901A

Affects Lots
1 And 34-38