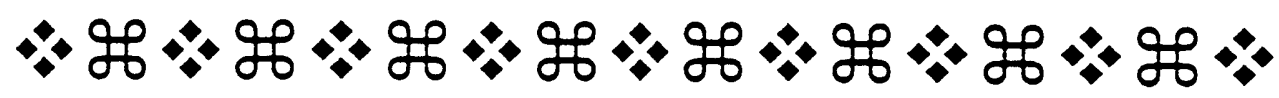


FILED SARPY CO. NE.
INSTRUMENT NUMBER
2002-55056
2002 DEC 31 P 3:59 B
Lloyd J. Dowding
REGISTER OF DEEDS

Counter *[Signature]*
Verify *[Signature]*
D.E. *[Signature]*
Proof *[Signature]*
Fee \$ 15.50
Ck Cash Chg *MOA*



**THIS PAGE ADDED
FOR RECORDING
INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

LLOYD J. DOWDING
SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE, STE 1109
PAPILLION, NE 68046-2895
402-593-5773

*R+R
Tomlynham
CO. Survey 55056*

A

COPIES TO:

- 1.
- 2. Owner
- 3. Buyer

054-1

SARPY COUNTY RIGHT OF WAY CONTRACT

Project No. C-77(01-10)

Tract No. 2

THIS AGREEMENT, made and entered into this 5th day of November, 2001, by and between Rainmaker Farms LLC. C/O Thomas P. Major and Alice A. Major

Address: 12001 So. 90th Street, Papillion, NE 68046

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 _____

SE 1/4

and as shown on approved plans and situated in the _____

of Section 32, Township 14, Range 12, 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 payments due under this contract prior to vacating the premises being acquired.

Approximately <u>6.17 Ac.</u> at \$ <u>17,500</u> per <u>Acre</u> , Sta. _____ to Sta. _____	\$ <u>107,975</u>
Approximately _____ at \$ <u>24,711</u> 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	\$ _____
_____	\$ _____
_____	\$ _____
APPROXIMATE TOTAL	\$ <u>107,975</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 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.

By [Signature]
Date Dec. 6, 2001

OWNER SSN# 020-34-6238
[Signature]
Thomas P. Major
[Signature] 508-62-4591
Alice A. Major

2007-55056B

Dated this 6th day of DECEMBER, 2007
On the above date, before me a General Notary Public duly commissioned and qualified, personally came Thomas P & Alise A Major

to me known to be the identical person 2 whose name S affixed to the foregoing instrument as grantor S and acknowledged the same to be a voluntary act and deed.

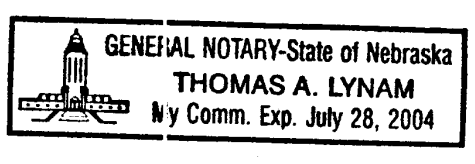
WITNESS my hand and Notarial Seal the day and year above written.

Notary Thomas A. Lynam

My commission expires the 28 day of July, 2004

STATE OF NEBRASKA

SARPY COUNTY ss.



Dated this _____ day of _____, 20____
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 _____, 20____

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

Sarpy County Hwy Department will construct at County Expense; A (3) wire Barb Wire with steel fence post, along the west line of 108th Street.

Handwritten signature/initials