

FILED SARPY CO. NE.
INSTRUMENT NUMBER
98-030454
98 OCT 28 PM 4:11
Lloyd J. Dowding
REGISTER OF DEEDS

98-30454
Counter ik
Verify Dy
D.E. B
Proof W
Fee \$ no charge
Chk Cash Chg



**THIS PAGE ADDED
FOR RECORDING
INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

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

98-30454A

- COPIES TO:
- Owner
 - Buyer

SARPY COUNTY
NEBRASKA
Political Subdivision

Project No. BRO 7077(56)
Tract No. 2

RIGHT OF WAY CONTRACT
PERMANENT EASEMENT

THIS CONTRACT, made and entered into this 9TH day of OCTOBER, 1998
by and between Brook Valley 11, LTD
6410 So. 120th Plaza
Address: Omaha, Ne. 68137
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 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: Bridge replacement
Northwest 1/4 (Tax Lot 2) As shown on approved plans and situated in the
of Section 20, Township 14N, Range 12E of the 4th 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, SEE ATTACHED LEGAL DESCRIPTION
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 _____ acres at \$ _____ per acre, Sta. _____ to Sta. _____	\$ _____
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	\$ _____
<u>0.03 Ac @ \$28,000/Ac @ 50%</u>	\$ <u>420.00</u>
TOTAL	\$ <u>420.00</u>

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 expense 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 agreement has been given of the terms, conditions, and obligations contained in this contract. It is understood that no promises, verbal agreements or understandings, except as set forth in this contract, will be honored by the BUYER.

BUYER: SARPY COUNTY, NEBRASKA
By: E. M. Gillehon, Chief Dep. Surveyor
Date: 10/8/98

OWNER: BROOK VALLEY 11, LTD
Prime Realty, Inc., General Partner
by: James V. McCurt, President

Permanent Easement - Political Subdivision

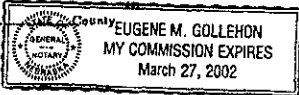
98-30454B

Dated this 9TH day of OCTOBER, 1998
On the above date, before me a General Notary Public duly commissioned and qualified, personally came James V. McCart, President of Brook Valley II, LTD

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 Eugene M. Gollehon

My commission expires the _____ day of _____, 19_____
STATE OF NEBRASKA
SARPY



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 _____

My commission expires the _____ day of _____, 19_____
STATE OF _____
County _____

MEMORANDA

PLEASE PRINT ALL NAMES

Exact and full names of OWNER, as same appears of record _____

If married, full name of spouse _____

If unmarried, show "single," "widower," "widow" _____

If mortgage or other lien, show names of holders, amounts, dates and book page of record _____

If an estate, give the names of all the heirs, with the abase 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

98-30454C

TRACT NO. 2
TAX LOT 2, 20-14-12
BROOK VALLEY II, LTD.
6410 SOUTH 120TH PLAZA
OMAHA, NE 68137

LEGAL DESCRIPTION - ACQUISITION

That part of Tax Lot 2 in the Northwest Quarter of Section 20, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Commencing at the southwest corner of the Northwest Quarter of Section 20;

Thence North 02°20'04" West (assumed bearings) for 505.36 meters (1658.01 feet) along the west line of the Northwest Quarter of Section 20 to the TRUE POINT OF BEGINNING;

Thence North 02°20'04" West for 90.98 meters (298.48 feet) along the west line of the Northwest Quarter of Section 20 to the south line of the existing public right of way;

Thence North 87°39'56" East for 15.24 meters (50.00 feet) along the south line of the existing public right of way to the southeast corner thereof;

Thence South 02°20'04" East for 90.98 meters (298.48 feet) parallel with and 15.24 meters (50.00 feet) east of the west line of the Northwest Quarter of Section 20;

Thence South 87°39'56" West for 15.24 meters (50.00 feet) to the Point of Beginning.

Contains 0.139 hectare (0.34 acre) including 0.092 hectare (0.22 acre) of existing county roadway easement.

LEGAL DESCRIPTION - PERMANENT EASEMENT

A permanent easement for the construction, operation and maintenance of drainage channels over that part of Tax Lot 2 in the Northwest Quarter of Section 20, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Commencing at the southwest corner of the Northwest Quarter of Section 20;

Thence North 02°20'04" West (assumed bearings) for 542.52 meters (1779.92 feet) along the west line of the Northwest Quarter of Section 20;

Thence North 87°39'56" East for 15.24 meters (50.00 feet) to the TRUE POINT OF BEGINNING;

Thence North 02°20'04" West for 53.82 meters (176.57 feet) parallel with and 15.24 meters (50.00 feet) east of the west line of the Northwest Quarter of Section 20;

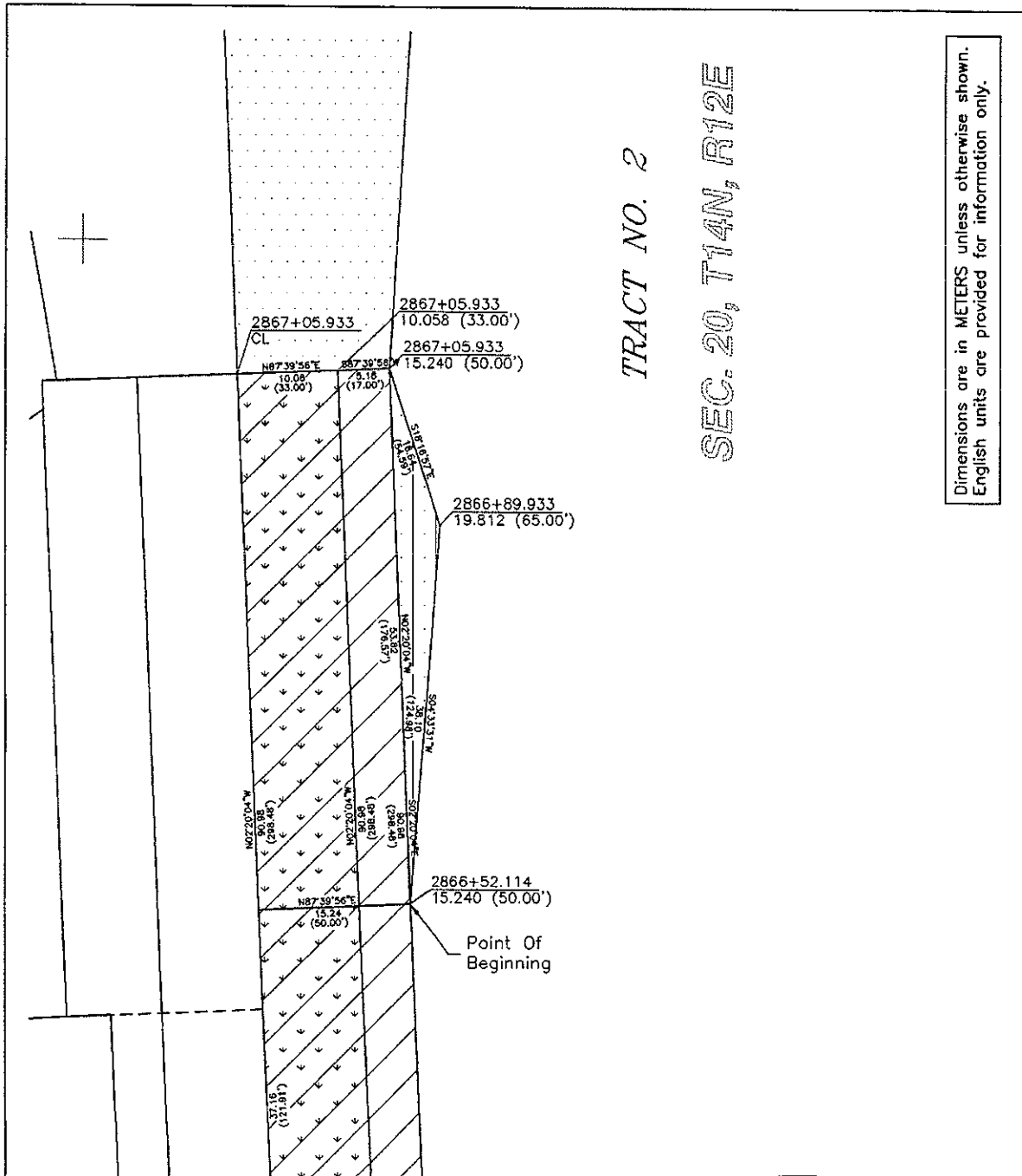
Thence South 18°16'57" East for 16.64 meters (54.59 feet);

Thence South 04°33'31" West for 38.10 meters (124.98 feet) to the Point of Beginning.

Contains 0.012 hectare (0.03 acre).

July 15, 1998
LAMP, RYNEARSON & ASSOCIATES, INC.
98031 (Parcel 2, 20-14-12)

98-30454D

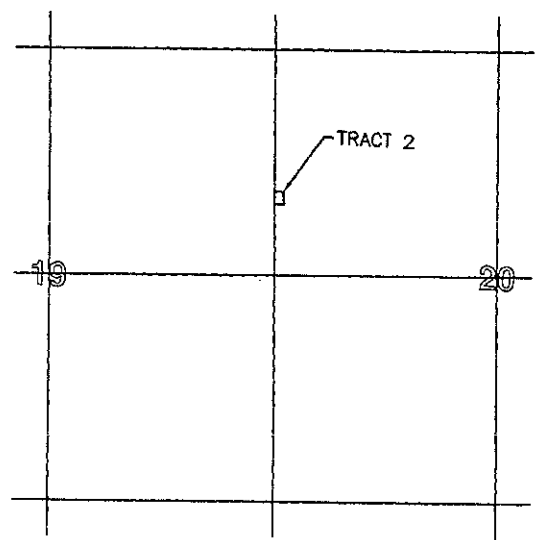
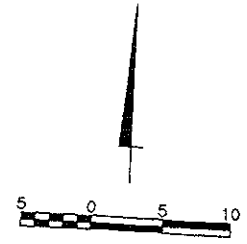
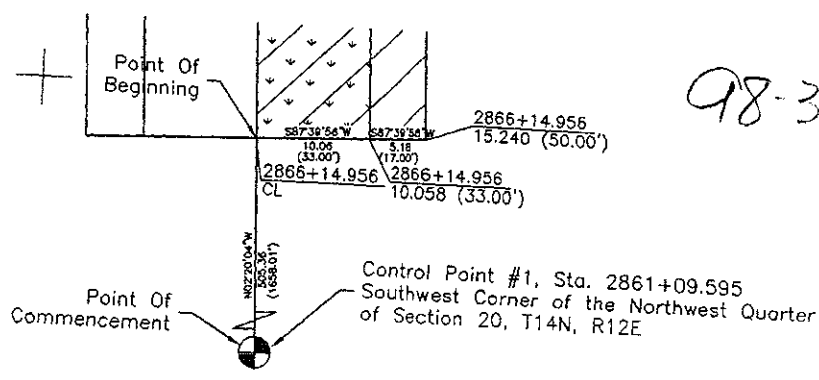


TRACT NO. 2

SEC. 20, T14N, R12E

Dimensions are in METERS unless otherwise shown.
English units are provided for information only.

98-3045#E





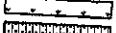


T14N
R12E

PLAT SHOWING
RIGHT OF WAY
 TO BE ACQUIRED FROM LAND OWNED BY

STATE OF NEBRASKA
 DEPARTMENT OF ROADS
 RIGHT OF WAY DIVISION
 LINCOLN, NEBRASKA

TRACT NO. 2
 LOCATION PAPILLION
 PROJECT NO. BRO-7077(56)
 CONTROL NO. 21872

SCALE 1:50

- PREV. R.O.W. 
- NEW R.O.W. 
- EXISTING EASE. 
- PERM. EASE. 
- CONTROLLED ACCESS 

0.139 Hectare (0.34 Ac)
 0.012 Hectare (0.03 Ac)

DATE 09/18/98
 DRAWN BY CLN
 CHECKED BY RDP
 COMPUTED BY RDP

