

FILED SARPY CO. NE.
INSTRUMENT NUMBER
98-030455

99 OCT 28 PM 4: 11

Lloyd J. Dowding
REGISTER OF DEEDS

98-30455

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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

COPIES TO:

- 1.
- 2. Owner
- 3. Buyer

**SARPY COUNTY
Political Sub-Division
RIGHT OF WAY CONTRACT**

98-30455A

Project No. BRQ-7077(56)

Tract No. 1

THIS AGREEMENT, made and entered into this 9TH day of OCTOBER, 19 98, by and between Brook Valley II, 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 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

and as shown on approved plans and situated in the Northwest 1/4 (Tax Lot 2)
 of Section 20, Township 14N, Range 12E, of the 6th P.M. in SARPY County, Nebraska.

SEE ATTACHED LEGAL DESCRIPTION

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			rods of fence at \$	per rod	\$
			<u>0.12 Ac. of Right-of-Way</u>		<u>\$ 1,000.00</u>
					\$
			XEROX COPY TOTAL		\$ 1,000.00

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.
 By: E. M. Gollehon
 E. M. Gollehon, Chief Dep. Surveyor
 Date: 10-9-98

OWNER: BROOK VALLEY II LTD
 bv: Prime Realty, Inc., General Partner
James V. McEart, President

Right of Way Contract - Political Sub-Division

98-30455B

Dated this 9th day of OCTOBER, 19 98
On the above date, before me a General Notary Public duly commissioned
and qualified, personally came James V. McCart, President
of Brook Valleyll, LTD

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.

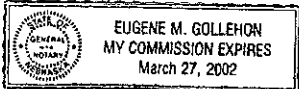
WITNESS my hand and Notarial Seal the day and year above written.

Notary Eugene M. Gollehon

My commission expires the day of 19

STATE OF NEBRASKA

SARPY 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

98-30455C

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.

0.34
- 0.22
= 0.12

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).

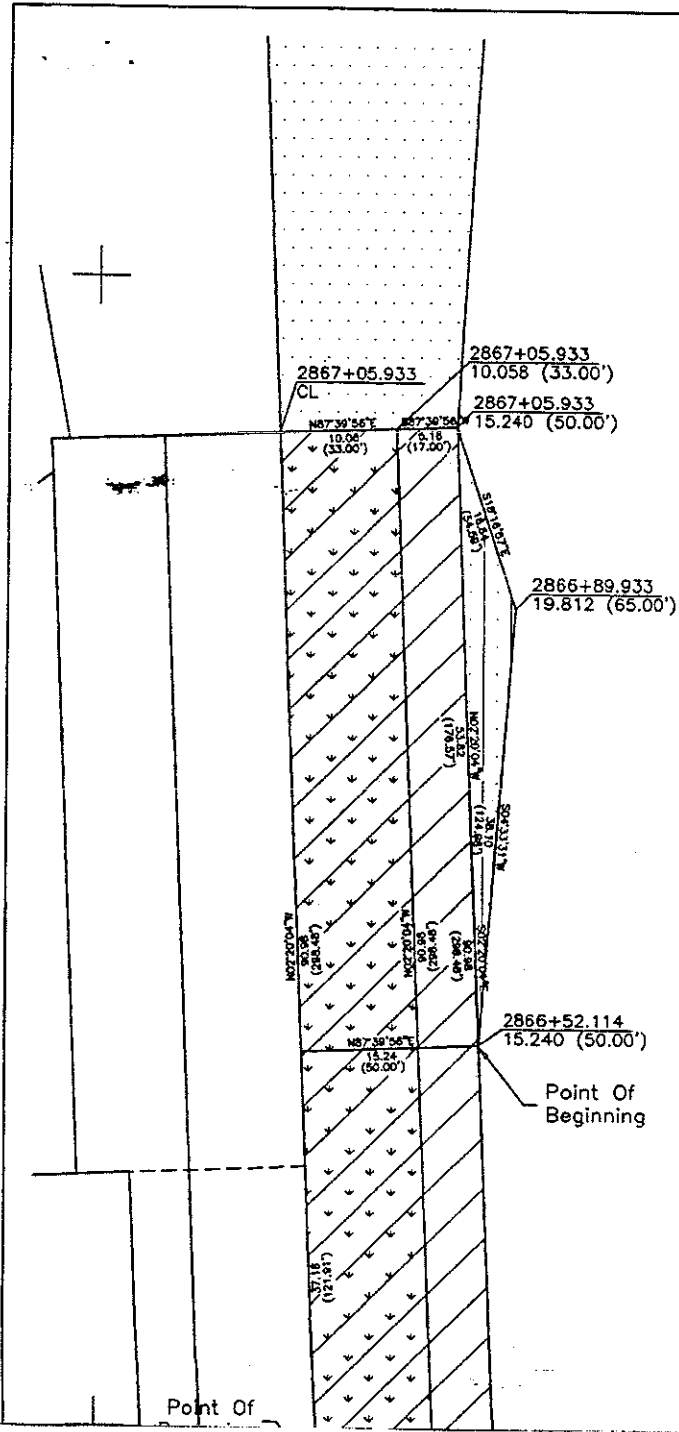
July 15, 1998
LAMP, RYNEARSON & ASSOCIATES, INC.
98031 (Parcel 2, 20-14-12)

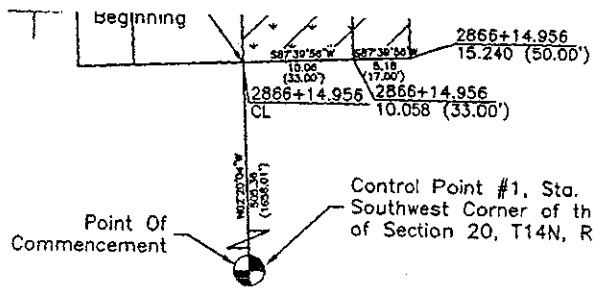
98-30455D

TRACT NO. 2

SEC. 20, T14N, R12E

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

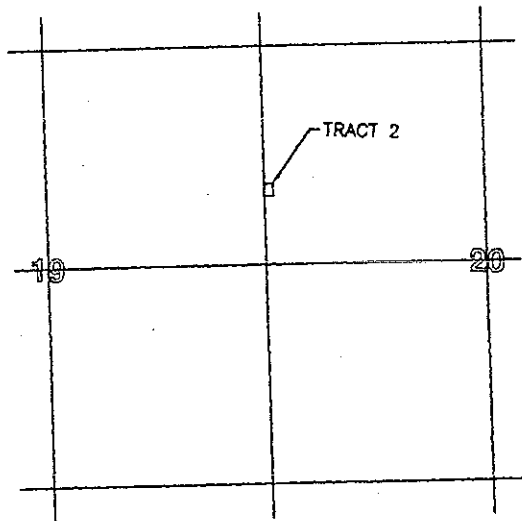




98-30455E



Point Of Commencement
 Control Point #1, Sta. 2861+09.595
 Southwest Corner of the Northwest Quarter
 of Section 20, T14N, R12E








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.  0.139 Hectare (0.34 Ac)
 EXISTING EASE. 
 PERM. EASE.  0.012 Hectare (0.03 Ac)
 CONTROLLED ACCESS 

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

