

COPIESTO: 1. ROWL Nbr. Dept. of Roads

County of SARDY, Nebraska

89-157558

- Owner
- Owner
- Owner
- District Engineer
- Project Manager

DEPT OF HIGHWAYS

Project No. 677(279)

Trace No. 19

THIS AGREEMENT made and entered into this 19th day of November, 1989, between The Karloff Farm Co. (a partnership)

Address: 7 Dennis Karloff 15201 Harrison Street Omaha, Nebraska 68138

WITNESSETH: In consideration of the payment of payments as specified below, the Owner hereby agrees to execute to the State a deed which will be prepared and furnished by the State, to certain real estate described from the centerline of the proposed highway as follows:

From Sta.	to Sta.	1 strip	ft. wide	side
From Sta.	to Sta.	1 strip	ft. wide	side
From Sta.	to Sta.	1 strip	ft. wide	side
From Sta.	to Sta.	1 strip	ft. wide	side
From Sta.	to Sta.	1 strip	ft. wide	side
From Sta.	to Sta.	1 strip	ft. wide	side
From Sta.	to Sta.	1 strip	ft. wide	side
From Sta.	to Sta.	1 strip	ft. wide	side
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From Sta.	to Sta.	1 strip	ft. wide	side
From Sta.	to Sta.	1 strip	ft. wide	side
From Sta.	to Sta.	1 strip	ft. wide	side
From Sta.	to Sta.	1 strip	ft. wide	side
From Sta.	to Sta.	1 strip	ft. wide	side
From Sta.	to Sta.	1 strip	ft. wide	side

and as shown on approved plans and situated in the NW1 of Section 14, Township 14, Range 11, of the 6th P.M. in Sardy County, Nebraska.

It is agreed and understood that the State is hereby granted an immediate right of entry upon the premises described above. The State agrees to purchase the above described real estate and to pay therefore 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 1.29 acres at \$ 11,000.00 per acre, Sta. _____ to Sta. _____ \$ 14,190.00

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 APPROXIMATE TOTAL \$ 14,240.00

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, 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 State, 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 State to the Owner.

I, the undersigned, State Engineer of Roads, of the State of Nebraska, in presenting this contract has given me a copy and explained all of its provisions. A complete copy of this contract 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 Department of Roads of the State of Nebraska.

OWNER Dennis L. Karloff

DATE 11/19/89

FILED 157558

1989 NOV -9 PM 3:42

Right of Way Contract

RIGHT OF WAY CONTRACT

- 1. ROW L. & E. Febr. Dept. of Roads
- 2. Owner
- 3. Owner
- 4. District Engineer
- 5. Project Manager

Project No. 677(279)
 Date No. 19
 Tract No. 19

THIS AGREEMENT, made and entered into this _____ day of _____, 1989, by and between The Karlloff Farm Co. (a partnership)

Address: 2 Dennis Karlloff 15201 Harrison Street Omaha, Nebraska 68138

hereinafter called the OWNER, and the State of Nebraska, Department of Roads hereinafter called the STATE. WITNESSETH: In consideration of the payment or payments as specified below, the Owner hereby agrees to execute to the State a deed which will be prepared and furnished by the State, to certain real estate described from the centerline of the proposed highway as follows:

From Sta.	to Sta.	a strip	ft. wide	side
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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 _____ NW1 of Section _____ 14, Township _____ 14, Range _____ 11, of the 6th P.M. in _____ Sarpy County, Nebraska

It is agreed and understood that the State is hereby granted an immediate right of entry upon the premises described above.

The State agrees to purchase the above described real estate and to pay therefore 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 1.29	acres at \$ 11,000	per acre, Sta.	to Sta.	\$ 14,190.00
Approximately	acres at \$	per acre, Sta.	to Sta.	\$
Mowing and replacing approximately	rods of fence at \$	per rod		\$
Mowing and replacing approximately	rods of fence at \$	per rod		\$
Abstract Allowance				\$ 50.00
APPROXIMATE TOTAL				\$ 14,240.00

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, 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 State, 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 State to the Owner.

I, _____, representing the Department of Roads, of the State of Nebraska, in presenting this contract have given me a copy and explained all of its provisions. A complete copy of the plans on which this contract 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 Department of Roads of the State of Nebraska.

DEPARTMENT OF ROADS
 STATE OF NEBRASKA
 COUNTY OF SARPY, NEBRASKA
 By: _____
 Date: _____
 Right of Way Manager

OWNER
 Dennis L. Karlloff

 Date: _____

FILED SARPY CO NE
 INSTRUMENT NUMBER
 89-15758

Right of Way Contract

Dated this 24 day of Nov 19 87

On the above date before me a General Notary Public duly commissioned and qualified personally came DAVID E. KNOX and qualified personally came DAVID E. KNOX

to me known to be the identical person whose name is affixed to the foregoing instrument as grantor and acknowledged the same to be voluntarily act and deed

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

Notary David E. Knox

My commission expires the 28 day of Nov 19 92

STATE OF Alabama County St. Clair

to me known to be the identical person whose name is affixed to the foregoing instrument as grantor and acknowledged the same to be voluntarily act and deed

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

Notary David E. Knox

My commission expires the 28 day of Nov 19 92

STATE OF Alabama County St. Clair



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

SEE ATTACHED LEGAL DESCRIPTION

Table with columns for Name, Address, and Remarks. Includes entries for Estate 201, Estate 202, Estate 203, Estate 204, Estate 205, Estate 206, Estate 207, Estate 208, Estate 209, Estate 210, Estate 211, Estate 212, Estate 213, Estate 214, Estate 215, Estate 216, Estate 217, Estate 218, Estate 219, Estate 220, Estate 221, Estate 222, Estate 223, Estate 224, Estate 225, Estate 226, Estate 227, Estate 228, Estate 229, Estate 230, Estate 231, Estate 232, Estate 233, Estate 234, Estate 235, Estate 236, Estate 237, Estate 238, Estate 239, Estate 240, Estate 241, Estate 242, Estate 243, Estate 244, Estate 245, Estate 246, Estate 247, Estate 248, Estate 249, Estate 250, Estate 251, Estate 252, Estate 253, Estate 254, Estate 255, Estate 256, Estate 257, Estate 258, Estate 259, Estate 260, Estate 261, Estate 262, Estate 263, Estate 264, Estate 265, Estate 266, Estate 267, Estate 268, Estate 269, Estate 270, Estate 271, Estate 272, Estate 273, Estate 274, Estate 275, Estate 276, Estate 277, Estate 278, Estate 279, Estate 280, Estate 281, Estate 282, Estate 283, Estate 284, Estate 285, Estate 286, Estate 287, Estate 288, Estate 289, Estate 290, Estate 291, Estate 292, Estate 293, Estate 294, Estate 295, Estate 296, Estate 297, Estate 298, Estate 299, Estate 300.

89-15758B

Project C77 (279)
C28 (245)

Tract No. 19

Owner: The Karloff Farms Co.
15201 Harrison St.
Omaha, Nebraska 68138

A tract of land and a part of Tax Lot 18A located in the NW 1/4 of Section 14 T14N, R1E of the 6th P.M. Sarpy County, Nebraska, more particularly described as follows: commencing at the NW corner of said Section 14: thence S 89° 35'59" E (assumed bearing) along and upon the North line of the NW 1/4 of said Section 14, a distance of 435.00' to the point of beginning: thence S 00° 39'17" W along and upon the East line of Tax Lot 18B in said Section 14, a distance of 85.00': thence S 89° 35'59" E a distance of 65.00': thence N 00° 39'17" E a distance of 10.00': thence S 89° 35'59" E, a distance of 290.00': thence N 00° 39'17" E, a distance of 25.00': thence S 89° 35'59" E a distance of 243.00': thence S 00° 39'17" W, a distance of 4.0': thence S 89° 35'59" E, a distance of 634.00': thence S 00° 39'17" W, a distance of 17.00': thence S 89° 35'59" E, a distance of 83.60' to a point on the West line of Tax Lot 15 in said Section 14: thence N 00° 39'17" E along and upon the West line of Tax Lot 15 in said Section 14, a distance of 71.00' to the North line of the NW 1/4 of said Section 14: thence N 89° 35'59" W along and upon the North line of the NW 1/4 a distance of 1315.60 to the point of beginning containing 1.83 Ac. of which 1.00 Ac. is previously occupied Right-of-Way and 0.83 Ac. of new Right-of-Way hereby secured.

Together with:

A tract of land, and a part of Tax Lot 18A located in the NW 1/4 of Section 14 T14N, R1E of the 6th P.M. Sarpy County, Nebraska more particularly described as follows: beginning at the North 1/4 corner of said Section 14: thence N 89° 35'59" W (assumed bearing) along and upon the North line of the NW 1/4 of said Section 14, a distance of 600.00': thence S 00° 39'17" W, along and upon the East line of Tax Lot 17, a distance of 71.00': thence S 89° 35'59" E, a distance of 232.40': thence N 00° 39'17" E, a distance of 21.00': thence S 89° 35'59" E,

89-15758C

E. a distance of 302.00: thence S 40° 38'29" E. a distance of 53.03: thence S 89° 35'59" E, a distance of 30.60' to a point on the East line of the NW 1/4 of said Section 14: thence N 00° 39'17" E along and upon the East line of the NW 1/4 of said Section 14, a distance of 90.00 to the point of beginning containing 0.84 Ac. of which 0.45 Ac. is previously occupied Right-of-Way and 0.39 Ac. of new Right-of-Way hereby secured.

Together with:

A tract of land, and a part of Tax Lot 18A, located in the NW 1/4 of Section 14 T14N, R11E of the 6th P.M. Sarpy County, Nebraska more particularly described as follows: commencing at the NW corner of said Section 14: thence S 00° 39'17" W (assumed bearing) along and upon the west line of the NW 1/4 of said Section 14 a distance of 660.00: to the point of beginning: thence continuing S 00° 39'17" W along and upon the West line of the NW 1/4 of said Section 14 a distance of 179.50': thence S 89° 35'59" E, a distance of 50.00: thence N 00° 39'17" E, a distance of 179.50' to a point on the South line of Tax lot 14, located in said Section 14: thence N 89° 35'59" W along and upon the Section line of said Tax Lot 14 a distance of 50.00' to the point of beginning containing 0.21 Ac. of which 0.14 Ac. is previously occupied Right-of-Way and 0.07 Ac. new Right-of-Way hereby secured.