

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2002-55054

2002 DEC 31 P 3:56 PM

*Lloyd J. Dowding*  
REGISTER OF DEEDS

County SAK  
Verify A  
D.E. m  
Proof a  
Fee \$ 15.50  
Ck  Cash  Chg   
MJA



**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

*RJR  
Tom Lynam  
Supervisor 55054*

A

COPIES TO:

- 1. ' \_\_\_\_\_
- 2. Owner \_\_\_\_\_
- 3. Buyer \_\_\_\_\_

# SARPY COUNTY RIGHT OF WAY CONTRACT

Project No. C-77(97-7)  
 Tract No. 7

THIS AGREEMENT, made and entered into this 18<sup>th</sup> day of Sept., 2001, by and between Timothy and Margaret Gilligan

Address: 205 So. McKenna, P.O. Box 68, Gretna, NE 68028  
 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 _____

and as shown on approved plans and situated in the NE 1/4  
 of Section 1, Township 13, Range 10, 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>0.24</u> Ac.	at \$ <u>\$7500.00</u>	per <u>Acres</u>	, Sta. _____ to Sta. _____	\$ <u>1800.00</u>
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		\$ _____
_____				\$ _____
_____				\$ _____
_____				\$ _____
APPROXIMATE TOTAL				\$ <u>1800.00</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 9/18/01

OWNER  
[Signature]  
 Timothy Gilligan  
535-58-2381  
 SS#  
[Signature]  
 Margaret Gilligan  
479-50-1458  
 SS#

2007 55054B

Dated this 18<sup>th</sup> day of SEPTEMBER, 2007  
On the above date, before me a General Notary Public duly commissioned and qualified, personally came TIMOTHY & MARGARET GILLIGAN

to me known to be the identical person S 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.

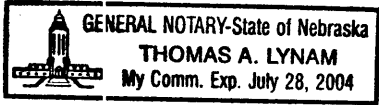
Notary Thomas A. Lynam

My commission expires the 28<sup>th</sup> day of July, 2008

STATE OF NEBRASKA

ss.

SARPY COUNTY



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 \_\_\_\_\_

ss.

\_\_\_\_\_ COUNTY

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