

FILED

STATE OF NEBRASKA

2007 OCT -3 AM 10: 21

**LOCAL POLITICAL SUBDIVISION
 ACQUISITION CONTRACT**

KAREN A. MADSEN
 WASHINGTON COUNTY
 REGISTER OF DEEDS
 BLAIR, NE

Copies to:

1. Right of Way Division, Nebraska Department of Roads
2. Owner
3. Buyer

Project No.: STPP-89(23)
 Control No.: 22208
 Tract No.: 1

THIS CONTRACT, made and entered into this 24th day of September, 2007 by and between,

George H. & Kyker Krauss %WLT Services
 Address: 9222 Burt Street, Apt 309, Omaha, NE 68114

hereinafter called the OWNER, and Washington County, Nebraska, hereinafter called the BUYER.

PERMANENT EASEMENT

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 in exhibit 1. (The description may be stated in either "metes and bounds" or "station and offsets")

It is understood that the easement area(s) may be used for the temporary relocation of utilities during the construction of the project.

The BUYER agrees to purchase the above described Permanent Easement(s) and to pay, therefore, upon the delivery of said executed Permanent Easement Deed. If the OWNER so desires, they shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

Approximately <u>0.042</u> acres at \$ <u>9,500 @50%</u> per acre	\$ <u>200.00</u>
Approximately _____ acres at \$ _____ per acre	_____
Approximately _____ acres at \$ _____ per acre	_____
Moving and replacing approximately _____ rods of fence at \$ _____ per rod	_____
Moving and replacing approximately _____ rods of fence at \$ _____ per rod	_____
Other Damages: _____	_____
_____	_____
_____	_____
TOTAL	\$ 200.00

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

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 expenses 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 aforementioned property, such payments as are due under this contract shall be made to

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.

REMARKS

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 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.

BUYER

Washington County

By

Cheryl Parsons

Date

9/24/07

OWNER

Kyker Krauss
George H. Krauss

Dated this 24th day of September, 2007

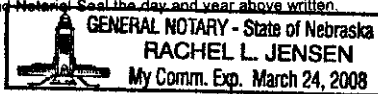
On the above date, before me a General Notary Public duly commissioned and qualified, personally came

George H. Krauss

to me known to be the identical person 5 whose names SARC affixed to the foregoing instrument as grantor 5 and acknowledged the same to be a voluntary act and deed.

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

Notary Rachel Jensen



STATE OF

Nebraska

ss.

Washington County

Dated this 24 day of September, 2007

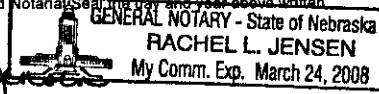
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STATE OF

Nebraska

ss.

Washington County

Recorded _____
General _____
Numerical _____
Photostat _____
Proofed _____
Scanned _____

LEGAL DESCRIPTION: Permanent Easement 'C' (Tract 1)

A tract of land located in the East Half of the Northeast Quarter (E1/2 NE1/4) of Section 17, Township 17 North, Range 12 East of the 6th Principal Meridian, Washington County, Nebraska, more particularly described as follows:

Commencing at the Northeast Corner of said Section 17; thence South 0 degrees 25 minutes 18 seconds East (an assumed bearing), 720.10 feet on the East Line of the Northeast Quarter (NE1/4) of said Section 17; thence South 89 degrees 34 minutes 42 seconds West perpendicular to said East line, a distance 196.99 feet, said point being the point of beginning; thence South 77 degrees 49 minutes 58 seconds West a distance 66.02 feet to a point; thence North 12 degrees 09 minutes 59 seconds West a distance 30.00 feet to a point; thence North 77 degrees 49 minutes 58 seconds East a distance 55.88 feet to a point on the West Right of Way Line; thence South 30 degrees 50 minutes 33 seconds East a distance 31.67 feet along said West Right of Way Line to the point of beginning.

Said tract contains 0.042 acres, more or less.