

96-17054

Count  
Tax  
Chg  
Cash  
Chg

INSTRUMENT NUMBER  
96-017054

96 AUG 22 PM 3:40

*Lloyd J. Dowding*

REGISTER OF DEEDS

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**THIS PAGE ADDED FOR RECORDING INFORMATION**

**LLOYD J. DOWDING**  
Sarpy County Register of Deeds

1210 Golden Gate Drive, Suite 1109 Papillion, Nebraska 68046-2895 Phone: (402) 593-2185 Fax: (402) 593-2338

COPIES TO:

- 1.
- 2. Owner
- 3. Buyer

SARPY COUNTY  
Political Sub-Division  
RIGHT OF WAY CONTRACT

96-12054A

Project No. C77(96-1)

Tract No. 2

THIS AGREEMENT, made and entered into this 30<sup>th</sup> day of APRIL, 1996, by and between Victor Stepanek,  
Address: 7615 So. 96th St., Papillion, Ne. 68128

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 T. 1-2B1 and 3A  
of Section 13, Township 14, Range 12, of the 6th P.M. in SARPY County, Nebraska.

See attached land 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>0.54 +/-</u> Ac					\$ <u>4,340.00</u>
APPROXIMATE TOTAL					\$ <u>4,340.00</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.

SARPY COUNTY HIGHWAY DEPT.  
By E. M. Collehon  
E. M. COLLEHON, CHIEF DEP. SURVEYOR  
Date 4-30-96

OWNER VICTOR STEPANEK  
Victor Stepanek

Right of Way Contract - Political Sub-Division

017054

96-17054B

Dated this 30th day of APRIL, 19 96

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

VICTOR C. STEPANEK

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.

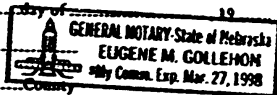
WITNESS my hand and Notarial Seal the day and year above written.

Notary EUGENE M. GOLLEHON

My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

STATE OF Nebraska

Sarpy



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 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 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 \_\_\_\_\_

TEHANT - Exact and full names. Rent Agreement \_\_\_\_\_

REMARKS

339-8389  
96-17054C

LEGAL DESCRIPTION

TRACT 2

OWNERS LEGAL

C.  
VICTOR STEPANEK, 7615 So 96<sup>th</sup> St., PARDILLON, NE. 68128

TAX LOT 2B1 AND 3A SECTION 13, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH PRINCIPAL MERIDIAN SARPY COUNTY NEBRASKA CONTAINING 25.49 ACRES MORE OR LESS.

LAND ACQUISITION

LAND ACQUISITION FOR RIGHT OF WAY PURPOSES BEING PART OF TAX LOT 2B1 AND TAX LOT 3A OF SECTION 13, TOWNSHIP 14 NORTH RANGE 12 EAST OF THE 6TH PRINCIPAL MERIDIAN SARPY COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13; THENCE NORTHERLY ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 1112.09 FEET; THENCE EASTERLY A DISTANCE OF 55.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID QUARTER QUARTER A DISTANCE OF 1112.09 FEET TO THE SOUTH LINE OF SAID QUARTER QUARTER; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID QUARTER QUARTER A DISTANCE OF 55.0 FEET TO THE POINT OF BEGINNING; CONTAINING AN AREA OF 1.40 ACRES MORE OR LESS, WHICH INCLUDES 0.86 ACRES MORE OR LESS IN EXISTING RIGHT OF WAY. 0.54 A ± NEW ROW.

TEMPORARY EASEMENT

TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID QUARTER QUARTER A DISTANCE OF 55.0 FEET TO THE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID QUARTER QUARTER A DISTANCE OF 1112.09 FEET; THENCE NORTHEASTERLY ALONG A 292.0 FOOT RADIUS CURVE A DISTANCE OF 23.90 FEET; THENCE SOUTHERLY ON A LINE BEING 65.0 FEET FROM AND PARALLEL WITH THE WEST LINE OF SAID QUARTER QUARTER A DISTANCE OF 1133.88 FEET TO THE SOUTHERLY LINE OF SAID QUARTER QUARTER; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID QUARTER QUARTER A DISTANCE OF 10.0 FEET TO THE POINT OF BEGINNING, CONTAINING 11,235 SQUARE FEET MORE OR LESS. 0.26 Ac. ±