

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2009-24310

2009 JUL 27 P 4: 01 8

Steven J. Stastny
REGISTER OF DEEDS

COUNTER P C.E. PS
VERIFY P D.E. PS
PROOF D
FEES \$ N/C
CHECK # _____
CHG _____ CASH _____
REFUND _____ CREDIT _____



**THIS PAGE ADDED
FOR RECORDING
INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS
Steven J. Stastny, Deputy
1210 GOLDEN GATE DRIVE, STE 1109
PAPILLION, NE 68046-2895
402-593-5773

COPIES TO:

- 1.
- 2. Owner
- 3. Buyer

SARPY COUNTY
RIGHT OF WAY CONTRACT
PERMANENT EASEMENT

A Ent Echr 11/12
 Project No. C-77(99-4)
 Tract No. 24

THIS CONTRACT, made and entered into this 20th day of July, 2009, by and between F&J Enterprises

Address: 1505 North 203rd Street, Omaha, NE 68022
 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 Permanent Easement 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 _____

SEE ATTACHED LEGAL DESCRIPTION



Said Permanent Easement, for construction purposes, will be utilized more specifically as follows: land to be graded to accommodate New R.O.W. elevation for street construction as shown on approved plans and situated in the _____

of Section 14, Township 14N, Range 11E, 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 Permanent Easement and to pay, therefore, upon the delivery of said executed Permanent Easement. If the OWNER so desires, he/she shall have the right to receive 100% of the final payments due under this contract prior to the BUYER'S use thereof.

Approximately <u>0.01324 A</u> acres at \$ <u>56,000.00</u> ^{0.5X} per acre, Sta. _____ to Sta. _____	\$ <u>350.00</u>
Approximately _____ acres at \$ _____ per acre, Sta. _____ to Sta. _____	\$ _____
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	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
APPROXIMATE TOTAL	\$ <u>350.00</u>

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

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 Permanent Easement, 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 contract may be executed in more than one copy, such copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

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 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.

BUYER: SARPY COUNTY
 By Ronald B. Nadeau PE
Chief Deputy Surveyor
 Date July 20, 2009

OWNER
F&J Enterprises, Inc.
 By Frank R. Kreci
President

367

24310

Permanent Easement - Sarpy County

B

Dated this 20th day of July, 2009

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

to me known to be the identical person _____ whose name 13 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 Ronald B. Haddock

My commission expires the 15th day of April, 2012

STATE OF Nebraska

Sarpy COUNTY ss.

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 _____

_____ 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

2009-24310 C

C-77(99-4)

#2000026.01

TRACT No. 24

Type: Permanent Easement

Owner: F & J Enterprises, Inc.

LEGAL DESCRIPTION

A part of Lot 3, Echo Hills, a subdivision located in the NE1/4 of Section 14, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of the NE1/4 of said Section 14; thence S89°28'14"W (assumed bearing), along the South line of said NE1/4 of Section 14, a distance of 568.50 feet; thence N00°31'46"W, a distance of 50.00 feet to a point on the North right-of-way line of Chandler Road, said point also being on the South line of said Lot 3, Echo Hills, said point also being the point of beginning; thence N77°15'36"E, a distance of 86.19 feet to a point on said North right-of-way line of Chandler Road, said point also being on said South line of said Lot 3, Echo Hills; thence S48°26'32"W, along said North right-of-way line of Chandler Road, said line also being said South line of said Lot 3, Echo Hills, a distance of 27.77; thence S89°28'14"W, along said North right-of-way line of Chandler Road, said line also being said South line of said Lot 3, Echo Hills, a distance of 63.29 feet to the point of beginning.

The above described tract of land contains an area of 576.91 square feet, more or less.