

92-07594

COPIES TO:

1. R.O.W. Div., Nebr. Dept. of Roads
2. Owner
3. Buyer

COUNTY OF SARPY
STATE OF NEBRASKA

Political Subdivision

RIGHT OF WAY CONTRACT
PERMANENT EASEMENT

Project No. C-77 (92-6) B
Control No.
Tract No. 9

THIS CONTRACT, made and entered into this _____ day of MARCH, 1992
by and between SCHOOL DISTRICT OF BELLEVUE
Address: _____
hereinafter called the OWNER, and COUNTY OF SARPY, NEBRASKA 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 _____

Said Permanent Easement, for construction purposes, will be utilized more specifically as follows: GRADING & DRAINAGE
As shown on approved plans and situated in the
of Section 15, Township 13, Range 13, 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 .51 acres at \$1,560.00 per acre, Sta. _____ to Sta. _____	\$ 796.00
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	\$ _____
ABSTRACT ALLOWANCE	\$ 50.00
	\$ _____
	\$ _____
	\$ _____
TOTAL	\$ 846.00

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, each 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 COUNTY OF SARPY, NEBRASKA
By _____
Date 4/21/92

OWNER
John F. House
SCHOOL DISTRICT OF BELLEVUE
President
Board of Education

07594
Permanent Easement - Political Subdivision

92-07594A

Dated this 21 day of April, 1992
 On the above date, before me a General Notary Public duly commissioned and qualified, personally came John Hanson, Pres
Board of Education

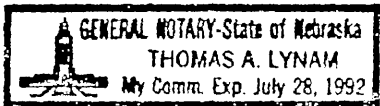
to me known to be the identical person whose name affixed to the foregoing instrument as grantor and acknowledged the same to be a voluntary act and deed.

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

Notary Thomas A. Lynam

My commission expires the day of , 19

STATE OF Nebraska
Sarpy County ss.



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 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

NOTE: PERMANENT EASEMENT WILL BE RELEASED IF GRADING ON REMAINING PROPERTY IS COMPLETED TO CONFORM WITH THE NEW ROAD GRADES.

PERMANENT EASEMENT DESCRIPTION:

That part of Tax Lot 1A2 in Section 15, T13N, R13E of the 6th P.M., Sarpy County, Nebraska described as follows: Commencing at the NW corner of said Tax Lot 1A2; thence S00°06'29"W 33 feet on the West line of said Tax Lot 1A2 to the point of beginning; thence N89°40'17"E 594.01 feet on a line 33.00 feet South of and parallel with the North line of said Tax Lot 1A2 to the East line of said Tax Lot 1A2; thence S00°06'29"W 42.00 feet on the East line of said Tax Lot 1A2; thence S89°40'17"W 312.94 feet on a line 75.00 feet South of and parallel with the North line of said Tax Lot 1A2; thence N86°30'52"W 281.55 feet to the West line of said Tax Lot 1A2; thence N00°06'29"E 23.27 feet on the West line of said Tax Lot 1A2 to the point of beginning.

The permanent easement contains 0.51 Acres.

FILED SARPY CO. NE.

INSTRUMENT NUMBER

92-07594

92 APR 22 PM 2:17

Fee \$ n/c

Carol A. Davis
 REGISTER OF DEEDS

21 APR 21 1992