

FILED SARPY CO. NE
INSTRUMENT NUMBER
2005-34725

2005 SP 22 AM 9:25

Lloyd J. Dowding
REGISTER OF DEEDS

COUNTER ah C.E. a
VERIFY QJS D.E. MA
PROOF P NIC
FEES \$ _____
CHECK# _____
CHG. _____ CASH _____
REFUND _____ CREDIT _____
NCR _____



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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

COPIES TO:

- 1.
- 2. Owner
- 3. Buyer

#5824do

SARPY COUNTY RIGHT OF WAY CONTRACT

Project No. C-77(03-16)

Tract No. 17
parcel No. 1

THIS AGREEMENT, made and entered into this _____ day of June, 20 05, by and between THE SCHNACK FAMILY GENERAL PARTNERSHIP, a Nebraska general partnership

Address: 1518 North 129th Avenue Circle, Omaha, Nebraska 68154-1072
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:

See attached legal description

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 southeast 1/4
of Section 26, Township 14N, Range 10E, 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>2.14 acres</u>	at \$ <u>14,150⁰⁰</u>	per <u>acre</u>	Sta. _____	to Sta. _____	\$ <u>30,290⁰⁰</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>30,290⁰⁰</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.

OWNER

THE SCHNACK FAMILY GENERAL PARTNERSHIP,

a Nebraska general partnership

By _____

Date June 3, 2005

By: Tom H. Schnack

General Partner

B

Dated this 3 day of June, 20 05

On the above date, before me a General Notary Public duly commissioned and qualified, personally came Tom Schnack, General Partner of The Schnack Family General Partnership, a Nebraska general partnership,

to me known to be the identical person _____ whose name is affixed to the foregoing instrument as grantor _____ and acknowledged the same to be a voluntary act and deed. on behalf of the partnership.

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

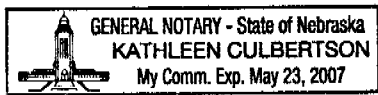
Notary Kathleen Culbertson

My commission expires the 23 day of May, 20 07

STATE OF NEBRASKA

ss.

_____ 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

2005 34725C

RIGHT of WAY AQUISITION

Tract No. 17
Parcel No. 1
SE ¼, 26-14-10
The Schnack Family General Partnership
1518 North 129th Avenue Circle
Omaha, Nebraska 68154-1072

C-77 (03-16)

A tract of land in the Southeast ¼ of Section 26, T14N, R10E of the 6th PM, Sarpy County, Nebraska, more particularly described as follows:

Commencing at the East ¼ corner of said Section 26; thence S02°56'28"E (an assumed bearing) along the East line of said Section 26 for 33.00 feet; thence S87°17'05"W along a line 33.00 feet South of and parallel to the ¼ Section line of said Section 26 for 33.00 feet to the point-of-beginning; thence S02°56'07"E along a line 33.00 feet West of and parallel to the East line of said Section 26 for 2608.14 feet to the South line of said Section 26; thence S87°14'03"W along said South line for 17.00 feet; thence N02°56'07"W along a line 50.00 feet West of and parallel to the said East line for 2591.16 feet to a point 50.00 feet South of the ¼ Section line of said Section 26; thence S87°17'05"W along a line 50.00 feet South of and parallel to the ¼ Section line of said Section 26 for 511.50 feet; thence S02°42'55"E for 15.00 feet; thence S87°17'05"W along a line 65.00 feet South of and parallel to said ¼ Section line for 300.00 feet; thence N02°42'55"W for 15.00 feet; thence S87°17'05"W along a line 50.00 feet South of and parallel to said ¼ Section line for 1789.43 feet to the West line of said Southeast ¼; thence N02°41'56"W along said West line for 17.00 feet; thence N87°17'05"E along a line 33.00 feet South of and parallel to said ¼ Section line for 2617.86 feet to the point-of-beginning containing 93,054 sq.ft. ± or 2.14 acres ±.