

94-13925

COUNTY OF SARPY

COPIES TO:

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

Political Sub-Division
RIGHT OF WAY CONTRACT

Project No.

Tract No.

THIS AGREEMENT, made and entered into this 16th day of June, 1994, by and between Maryon Dooley Hoffman Co - Trustee et al
 Address: 4901 EL CARMINO, CARLSBAD, CA 92008
 hereinafter called the OWNER, and COUNTY OF SARPY, 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

and as shown on approved plans and situated in the SW 1/4
 of Section 16, Township 14, Range 12, 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 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>1.67 AC @10,000/AC.</u>				<u>\$ 16,700.00</u>
				\$
				\$
APPROXIMATE TOTAL				<u>\$ 16,700.00</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.

COUNTY OF SARPY, NEBRASKA

OWNER

By Eugene M. Gollehon
 Eugene M. Gollehon, Chief Deputy Surveyor
 Date

x Maryon Dooley Hoffman
 Maryon Dooley Hoffman

94-13925A

Dated this 16th day of June 19 94
On the above date, before me a General Notary Public duly commissioned and qualified, personally came Maryon Wesley Hoffman
and Jay F. Hoffman
to me known to be the identical person 2 whose name 2 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 Mary H. Maggay
My commission expires the 11th day of November, 19 95
STATE OF California
San Diego 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 _____

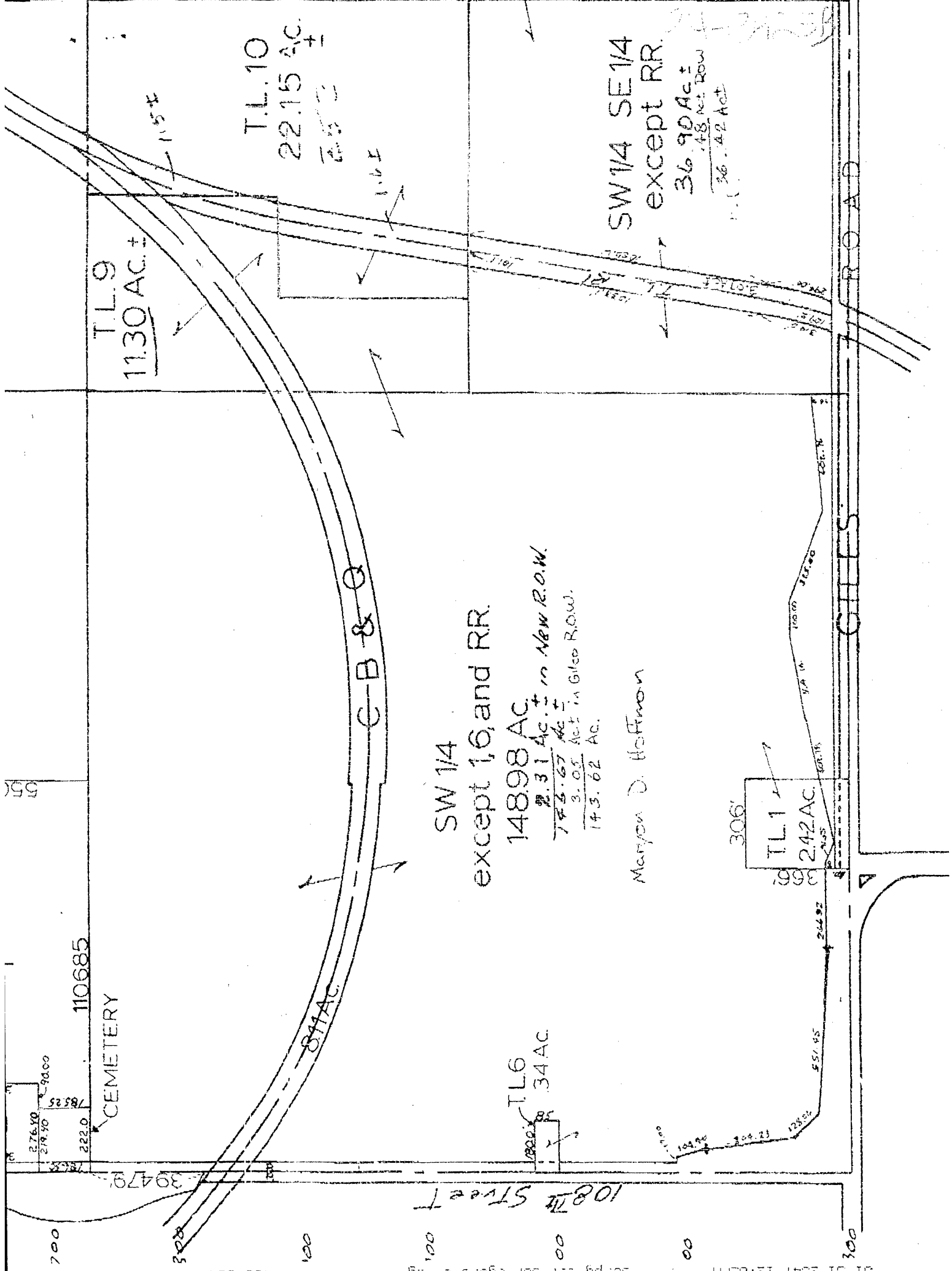
Name of guardian _____

TENANT - Exact and full names. Rent Agreement _____

REMARKS

Stamp with fields: Verify, Filmed, Checked, Fee \$ NTC

INSTRUMENT NUMBER
94-13925
94 JUN 21 PM 2:30
Carol A. Savin
REGISTER OF DEEDS



TL.9
11.30 AC. ±

TL.10
22.15 AC. ±

SW 1/4 SE 1/4
except RR.
36.90 AC. ±
4.8 net Row
36.42 AC.

SW 1/4
except 16, and RR.

148.98 AC.
2.31 AC. ± in New R.O.W.
146.67 AC. ±
3.05 AC. ± in Gileo R.O.W.
143.62 AC.

Marjona D. Hoffman

TL.1
2.42 AC.

TL.6
34 AC.

CEMETERY

C-B & O

GILES ROAD

108th Street

55'

1106.85

276.50
219.50
90.00

185.25

222.0

3947.9

700

300

100

100

00

00

300

306'

366'

366'

244.92

551.95

128.54

204.23

104.46

108.75

108.00

128.74