

94-14663

KNOW ALL MEN BY THESE PRESENTS:

THAT I or We, MAYRON DOOLEY HOFFMAN CO.-TRUSTEE, ET AL

*John 2/14/84*

, herein called the grantor whether one or more,

in consideration of \$1.00 (ONE DOLLAR) AND OTHER VALUABLE CONSIDERATIONS

received from grantee, do hereby grant, bargain, sell, convey and confirm unto

COUNTY OF SARPY, NEBRASKA

herein called the grantee whether one or more, the following described real property in

SARPY County, NEBRASKA

SEE ATTACHED LEGAL DESCRIPTION

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.

And the grantor does hereby covenant with the grantee and with grantee's heirs and assigns that grantor is lawfully seised of said premises; that they are free from encumbrance

that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

Dated June 16 1994

*Maryon Dooley Hoffman*  
MARYON DOOLEY HOFFMAN <sup>CO.</sup> ET AL  
*J. F. Hoffman*

State of *California*  
County of *San Diego*

The foregoing instrument was acknowledged before me on *June 16, 1994*  
by *Maryon Dooley Hoffman and Jay F. Hoffman*  
*Mary H. Neggay*

STATE OF ..... }  
County ..... } ss.



Entered on numerical index and filed for record in the Register of Deeds Office of said County the ..... day of ....., 19....., at ..... o'clock and ..... minutes ..... M., and recorded in Book ..... of ..... at page .....

By ..... Deputy  
Reg. of Deeds

94 14663

JUN 29 PM 3:53

Carole ...  
REGISTER OF DEEDS

Proof \_\_\_\_\_  
D.E. *m* ✓  
Verif. \_\_\_\_\_  
File \_\_\_\_\_  
Check \_\_\_\_\_  
Fee \$ *N/C*

NEBRASKA DOCUMENTARY  
STAMP TAX  
JUN 29 1994  
*2* BY *Sam*

14663

94-14663 A

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 16<sup>th</sup> day of June, 19 94 by and between Marvon 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  
 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  
 By Eugene M. Gollehon, Chief Deputy Surveyor  
 Date June 29, 1994

OWNER  
 x Marvon Dooley Hoffman  
Marvon Dooley Hoffman

Right of Way Contract - Political Sub-Division

94-14663 B

Dated this 16th day of June 19 94  
On the above date, before me a General Notary Public duly commissioned and qualified, personally came Margon Wesley Hoffman and Myra E. Hoffman to me known to be the identical person a whose name a affixed to the foregoing instrument as grantor and acknowledged the same to be a voluntary act and deed.

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.

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.

Notary .....  
My commission expires the ..... day of ....., 19 .....  
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

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# TRACT No.1

## LEGAL DESCRIPTION OF OWNER'S PROPERTY:

A tract of land located in part of the SW ¼ of Section 16, and also part of Tax Lot 6, a Tax Lot located in said Section 16, all located in Township 14 North, Range 12 East of the 6th P.M., and Tax Lot No.6, Sarpy County, Nebraska, more particularly described as follows:

## LAND ACQUISITION:

Commencing at the Southwest corner of said Section 16;  
thence N 00°34'29" W (assumed bearing) along the West line of said Section 16, a distance of 600.00 feet;  
thence N 89°25'31" E a distance of 33.00 feet to a point on the East right-of-way line of 108th Street, said point being the point of beginning;  
thence N 00°34'29" W, along said East right-of-way line of 108th Street a distance of 1468.11 feet to a point on the South right-of-way line of the Burlington and Quincy Railroad;  
thence S 72°20'06" E, along said South right-of-way line of the Burlington and Quincy Railroad a distance of 59.03 feet;  
thence S 00°34'29" E a distance of 770.18 feet;  
thence S 89°25'31" W a distance of 25.00 feet;  
thence S 00°34'29" E a distance of 300.00 feet;  
thence S 89°25'31" W a distance of 10.00 feet;  
thence S 00°34'29" E a distance of 370.00 feet to a point on said East right-of-way line of 108th Street;  
thence S 89°25'31" W, along said East right-of-way line of 108th Street a distance of 17.00 feet to the point of beginning.

The above described tract of land contains an area of 55165 square feet, more or less.

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## TRACT No.3

### LEGAL DESCRIPTION OF OWNER'S PROPERTY:

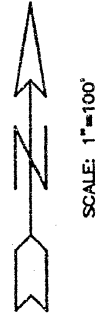
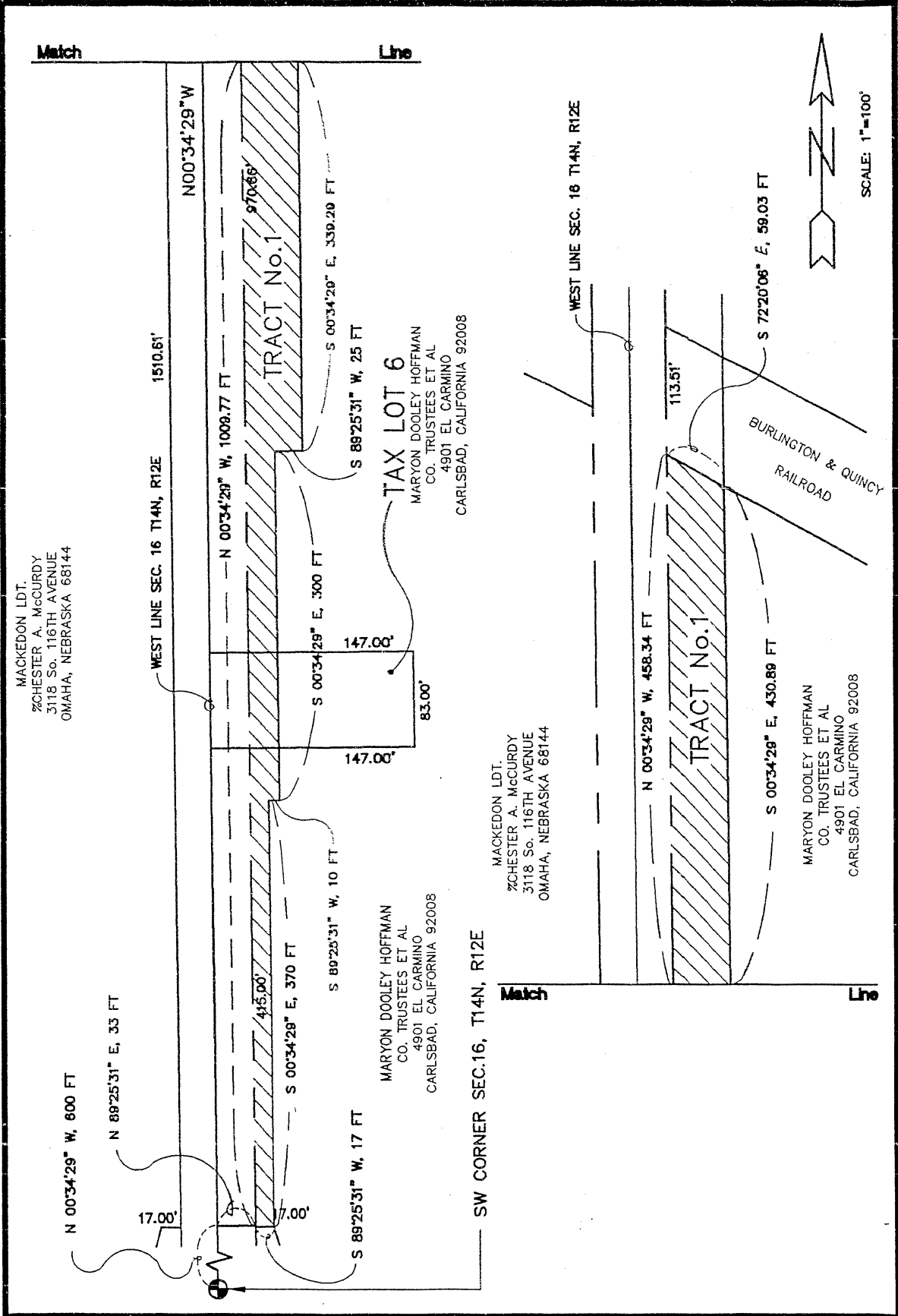
A tract of land located in the SW  $\frac{1}{4}$  of Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

### LAND ACQUISITION:

Commencing at the Southwest corner of said Section 16;  
thence N  $00^{\circ}34'29''$  W, (assumed bearing) along the West line of said Section 16 a distance of 1581.71 feet;  
thence N  $89^{\circ}25'31''$  E a distance of 33.00 feet to the point of intersection of the East right-of-way line of 108th Street and the North right-of-way line of the Burlington and Quincy Railroad, said point also being the point of beginning;  
thence N  $00^{\circ}34'29''$  W, along said East right-of-way line of 108th Street a distance of 319.90 feet;  
thence N  $89^{\circ}25'31''$  E a distance of 52.00 feet;  
thence S  $00^{\circ}34'29''$  E a distance of 347.35 feet to a point on said North right-of-way line of the Burlington and Quincy Railroad;  
thence N  $72^{\circ}20'06''$  W, along said North right-of-way line of Burlington and Quincy Railroad a distance of 59.03 feet to the point of beginning.

The above described tract of land contains an area of 17385 square feet, more or less.

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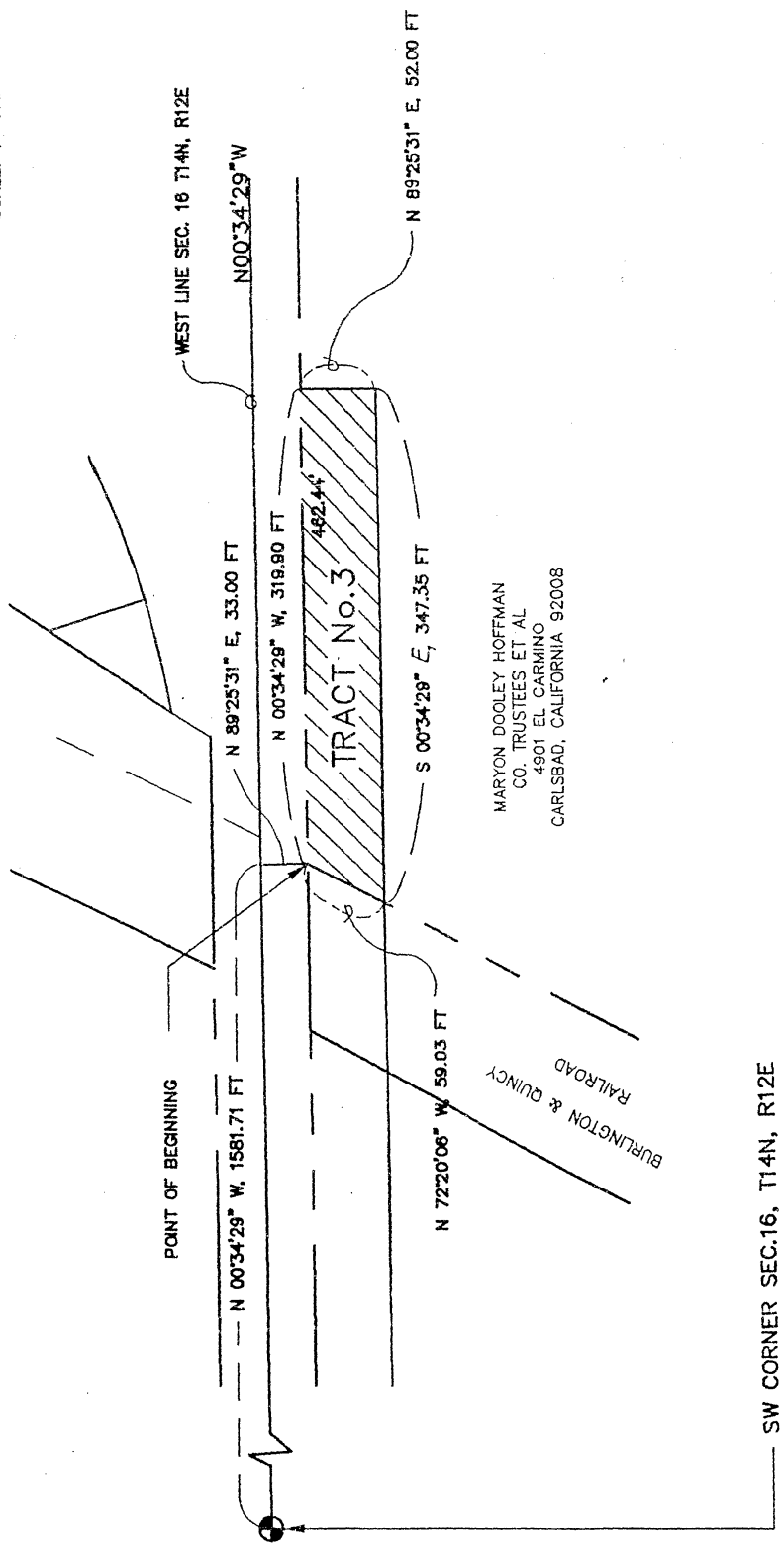
SARPY COUNTY

	NEW R.O.W. ACQUISITION	55165 S.F.	PROJECT NO.	93038
	PERMANENT EASEMENT	S.F.	TRACT NO.	No.1
	TEMPORARY EASEMENT	S.F.	PAGE NO.	1/1

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SCALE: 1"=100'



SARPY COUNTY

	NEW R.O.W. ACQUISITION	17385 S.F.	PROJECT NO.	93038
	PERMANENT EASEMENT	S.F.	TRACT NO.	No.3
	TEMPORARY EASEMENT	S.F.	PAGE NO.	1/1