



4674

OWNERS' STATEMENT

Dedication Statement

We, being the Owners of the property described in the foregoing "Surveyor's Certificate" as shown by the accompanying plat, have permitted such real estate to be surveyed and platted as Pathway Right-of-way in the West Half of Section 26, T22N, R55W of the 6th P.M., City of Scottsbluff, Scotts Bluff County, Nebraska.


Farmland Industries, Inc. hereby dedicates the Right-of-Way shown on and referred to in the plat to the use and benefit of the public, subject to and contingent upon execution by Farmland Industries and the City of Scottsbluff of a real estate contract, the form of which is attached as Exhibit A, and execution of a deed conveying Right-of-Way to the City.

Judy Libsack hereby dedicates the Right-of-Way shown on and referred to in the plat to the use and benefit of the public, subject to and contingent upon execution by Judy Libsack and the City of Scottsbluff of a real estate contract, the form of which is attached as Exhibit B, and execution of a deed conveying Right-of-Way to the City.

The foregoing plat is made with the free consent and in accordance with the desires of the Owners.

Dated this 4 of August, 1994.

Farmland Industries, Inc., a Kansas Corporation

By:  <sup>BU</sup>  
Ken Otwell Vice President  
Name Title

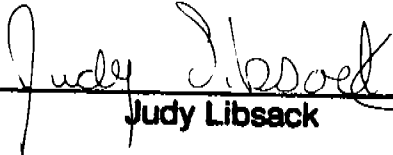
Corporation Seal

Attested:   
Assistant Secretary

Note: Corporate Seal not affixed

Dated this 19<sup>th</sup> of July, 1994.

Judy Libsack, an individual

By:   
Judy Libsack

**ACKNOWLEDGEMENT**

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MISSOURI  
State of Nebraska )  
CLAY ~~Scotts Bluff~~ County )ss.

Before me, a Notary Public, qualified and acting in said County, personally came Ken OTWELL of Farmland Industries, Incorporated, known to me to be the identical person who signed the foregoing "Owners' Statement" and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS MY HAND AND SEAL this 4<sup>th</sup> day of August, 1994.

By: Linda L. Menthorn  
Notary Public

Seal

My Commission Expires: 2-5-97

LINDA L. MINTHORN  
Notary Public - State of Missouri  
Commissioned in Clay County  
My Commission Expires Feb. 5, 1997

**ACKNOWLEDGEMENT**

State of Nebraska )  
Scotts Bluff County )ss.

Before me, a Notary Public, qualified and acting in said County, personally came Judy Libsack, known to me to be the identical person who signed the foregoing "Owners' Statement" and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS MY HAND AND SEAL this 19<sup>th</sup> day of July, 1994.

By: Cynthia Ann Dickinson  
Notary Public

Seal

My Commission Expires: 10/7/95

GENERAL NOTARY - State of Nebraska  
CYNTHIA ANN DICKINSON  
My Comm. Exp. 10-7-95

**APPROVAL AND ACCEPTANCE**

The foregoing Plat of Pathway Right-of-Way in the West Half of Section 26, T22N, R55W of the 6th P.M., City of Scottsbluff, Scotts Bluff County, Nebraska is approved and accepted by the Mayor and City Council of the City of Scottsbluff, Nebraska, by Resolution duly passed this 11<sup>th</sup> day of July, 1994.

By: *Donald E. Overman*  
Donald E. Overman, Mayor

Attested: *P. Lynn Gibb*  
P. Lynn Gibb, City Clerk



**ACKNOWLEDGEMENT**

State of Nebraska            )  
Scotts Bluff County        )ss.

Before me, a Notary Public, qualified and acting in said County, personally came Donald E. Overman, Mayor of the City of Scottsbluff, Nebraska, known to me to be the identical person who signed the foregoing "Approval and Acceptance" and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS MY HAND AND SEAL this 11<sup>th</sup> day of July, 1994.

By: *Peggy A. Johnson*  
Notary Public

Seal

My Commission Expires: \_\_\_\_\_

GENERAL NOTARY-State of Nebraska  
PEGGY A. JOHNSON  
My Comm. Exp. Jan. 23, 1997

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

STATE OF NEBRASKA  
Political Subdivision  
RIGHT OF WAY CONTRACT

Project No. STPB-79(26)  
Control No. 50940  
Tract No. 3

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THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
by and between Farmland Industries Inc.

Address: 3315 N. Oak Trafficway, Kansas City, MO. 64116  
hereinafter called the OWNER, and City of Scottsbluff, 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 deed which will be prepared and furnished by the BUYER, to certain real estate described as follows:

See Attachment A

and as shown on approved plans and situated in the Southwest Quarter  
of Section 26 Township 22 Range 55 of the 6th P.M. in Scotts Bluff 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, therefore, upon the 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 <u>3.825</u> acres at \$ <u>Donation</u> per acre, Sta. _____ to Sta. _____	\$ <u>Donation</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	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL	\$ <u>Donation</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 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 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 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	OWNER
By _____	_____
Date _____	_____

**Right of Way Contract - Political Subdivision**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
 On the above date, before me a General Notary Public duly commissioned and qualified, personally came \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 is 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.

Notary \_\_\_\_\_  
 My commission expires the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
 STATE OF \_\_\_\_\_  
 \_\_\_\_\_ County

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
 On the above date, before me a General Notary Public duly commissioned and qualified, personally came \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 is 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.

Notary \_\_\_\_\_  
 My commission expires the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
 STATE OF \_\_\_\_\_  
 \_\_\_\_\_ County

MEMORANDA

**PLEASE PRINT ALL NAMES**  
 Exact and full name of OWNER, as same appears of record \_\_\_\_\_ **Farmland Industries, Inc., A Kansas Corporation**  
 If married, full name of spouse NA  
 If unmarried, show "single," "widower," "widow" \_\_\_\_\_ NA  
 If mortgage or other liens, show names of holders, amounts, dates and book page of record \_\_\_\_\_ NA  
 If an estate, give the names of all the heirs, with the share of each. Show names of spouses of those married \_\_\_\_\_ NA  
 Name of executor or administrator \_\_\_\_\_ NA  
 If any of the owners or heirs are minors, give their names and ages \_\_\_\_\_ NA  
 Name of guardian \_\_\_\_\_ NA  
 TENANT - Exact and full names. Rent Agreement \_\_\_\_\_ NA

REMARKS

Addendum A is a part of this contract.

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(i) monitoring ground water on and under the Property, including drilling, maintaining and inspecting such monitoring wells as Owner deems necessary in connection with any remedial work undertaken on the property owned by Owner adjacent to the Property (the "Adjacent Property"); (ii) access to said monitoring wells; (iii) carrying out any other remedial action in connection with the Adjacent Property; and (iv) access to the North Platte River.

4. The closing of the transactions contemplated by the Right of Way Contract and this Addendum shall take place on or before \_\_\_\_\_, 1994, or such other date mutually agreeable to Buyer and Owner.

5. Buyer understands and acknowledges that Owner, its successors and assigns, use or may use the Adjacent Property for industrial purposes which are or may be hazardous to any who trespass upon it. As a condition to the conveyance of the Property to Buyer, Buyer hereby covenants and agrees to build and continuously maintain a cable fence along the boundary of the Property as shown on Drawing Nos. 7, 8 and 2T by Baker & Associates dated May, 1994. In the event Buyer fails to build and/or maintain said cable fence, Owner shall have the right to do so upon thirty (30) days prior written notice to Buyer and Buyer shall reimburse Owner for any and all costs and expenses relating thereto. This covenant and agreement shall survive closing and delivery by Owner of the deed to the Property.

6. Owner agrees to convey the Property to Buyer on the express condition that the Property be used for a public hiking/bike pathway and for no other purpose. In the event that Buyer, its successors or assigns, abandons or ceases to use the Property for said purpose, then the ownership of the Property shall immediately revert to Owner, its successors or assigns who may immediately upon abandonment reenter and occupy the Property. The deed conveying the Property to Buyer shall set forth the foregoing condition and reversionary interest of Owner.

7. Buyer and Owner shall each pay all their own fees and expenses incident to this contract and the transactions contemplated herein.

City of Scottsbluff, Nebraska

Farmland Industries, Inc.

By \_\_\_\_\_  
Printed Name:  
Title:

By \_\_\_\_\_  
Printed Name:  
Title:





Dated this 4th day of May 1994  
 On the above date, before me a General Notary Public duly commissioned and qualified, personally came Judy Libsack  
 to me known to be the identical person  whose name Judy Libsack 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 Peggy A. Johnson  
 My commission expires the 23 day of Jan, 1997  
 STATE OF Nebraska  
South Platte County

**GENERAL NOTARY-State of Nebraska**  
**PEGGY A. JOHNSON**  
 My Comm. Exp. Jan. 23, 1997

Dated this 9 day of May 1994  
 On the above date, before me a General Notary Public duly commissioned and qualified, personally came Ronald L. Overman  
 to me known to be the identical person  whose name Ronald L. Overman 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 Peggy A. Johnson  
 My commission expires the 23 day of Jan, 1997  
 STATE OF Nebraska  
South Platte County

**GENERAL NOTARY-State of Nebraska**  
**PEGGY A. JOHNSON**  
 My Comm. Exp. Jan. 23, 1997

MEMORANDA

**PLEASE PRINT ALL NAMES**  
 Exact and full name of OWNER, as same appears of record Judy Libsack  
 If married, full name of spouse NA  
 If unmarried, show "single," "widower," "widow" NA  
 If mortgage or other liens, show names of holders, amounts, dates and book page of record NA  
 If an estate, give the names of all the heirs, with the share of each. Show names of spouses of those married NA  
 Name of executor or administrator NA  
 If any of the owners or heirs are minors, give their names and ages NA  
 Name of guardian NA  
 TENANT - Exact and full names. Rent Agreement NA

REMARKS

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Judy Libsack property:

A tract of land situated in the West Half of Section 26, Township 22 North, Range 55 West of the 6th Principal Meridian, in the City of Scottsbluff, Scottsbluff County, Nebraska, containing a dry-land area of 1.118 acres (more or less), lying directly North of the centerline of the North Platte River and directly South of the following described line:

With reference to the Northeast corner of Block 4, County Addition to the City of Scottsbluff; thence, South on the East line of said Block 4, a distance of 351.51 feet to the POINT OF BEGINNING; thence, deflecting left from last described course  $125^{\circ}36'54''$ , a distance of 242.44 feet; thence, deflecting left  $23^{\circ}17'49''$ , a distance of 256.62 feet to the Point of Termination on the East line of the tract conveyed in Book 198, Page 221 of the Scottsbluff County Register of Deeds.

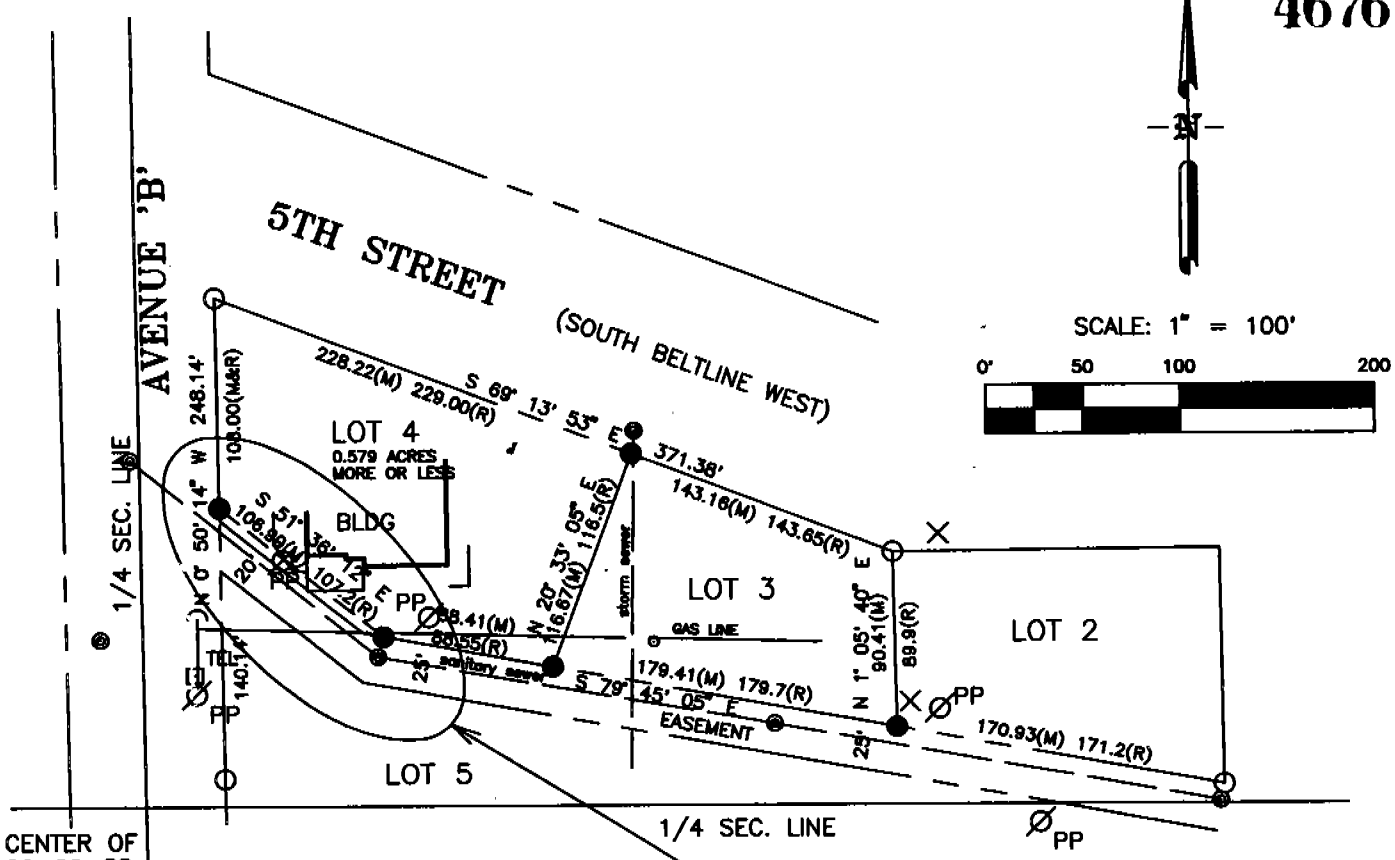
May 4, 1994

Entered in Numerical Index and Filed for Record in the Register of Deeds Office of said County of Scotts Bluff, State of Nebraska, this 18 day of August, A.D., 1994, at 8:03 o'clock A.M., Recorded in Book 204 of Deeds Page 582 thereof. Fee \$ 11.00. Mary J. Lelles Register of Deeds

REPLAT OF LOT 4, BLOCK 1, CROSSROADS SUBDIVISION A PART OF GOV'T LOT 3, SECTION 26, T 22 N, R 55 W OF THE 6th P.M., SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA

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NUM. B GEN. B B PICT COMPARED



LEGEND:

- FOUND REBAR CORNER
- × FOUND 5/8" REBAR (NOT A CORNER)
- SET 5/8" REBAR
- MANHOLE
- TELEPHONE PEDISTAL
- ∅ POWER POLE
- ← GUY ANCHOR

SEE PAGE 2 FOR ENLARGEMENT

SURVEYOR'S CERTIFICATE

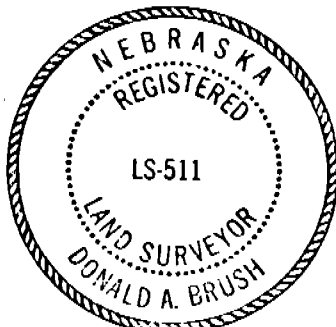
I, Donald A. Brush, Nebraska Land Surveyor No. 511, do hereby certify that I have surveyed and replatted a tract of land, more particularly described as follows:

Lot 4, Block 1, Crossroads Subdivision, A part of Gov't Lot 3, Section 26, T 22 N, R 55 W Of the 6th P.M., Scottsbluff, Scotts Bluff County, Nebraska.

I further certify that the accompanying plat is a correctly dimensioned representation of such survey drawn to the scales as shown; that the lot contains the area as shown; that 5/8" x 30" rebar were set at all corners shown as set corners; and that all dimensions are in feet and decimals of a foot.

WITNESS MY HAND AND SEAL this 11th day of August, 1994.

Donald A. Brush  
Donald A. Brush  
Nebraska Land Surveyor No. 511



OWNER'S STATEMENT

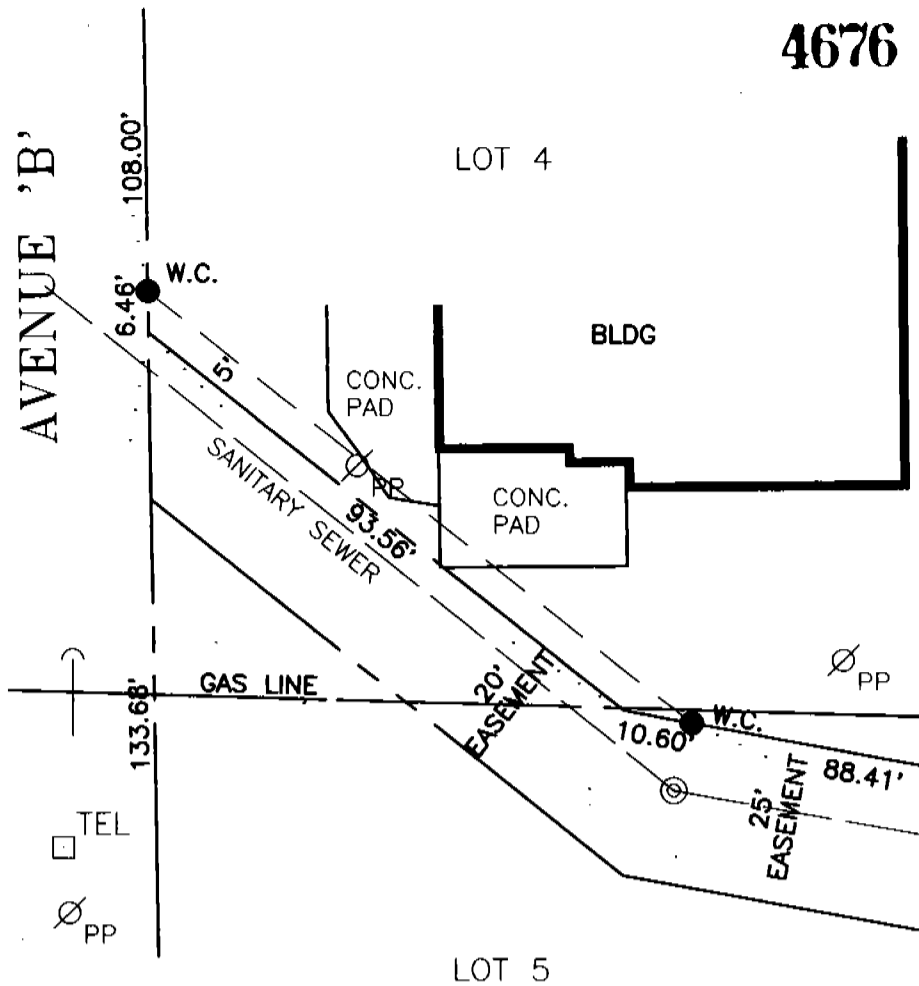
The City of Scottsbluff, Nebraska, being the Owner of Lot 4, Block 1, Crossroads Subdivision a part of Gov't lot 3, Section 26, T 22 N, R 55 W, 6th P.M., Scottsbluff, Scotts Bluff County, Nebraska as described in the foregoing "Surveyor's Certificate" and shown by the accompanying plat, have caused such real estate to be replatted.

The foregoing replat is made with the free consent and in accordance with the desires of the Owner.

Donald E. Overman  
Donald E. Overman  
Mayor



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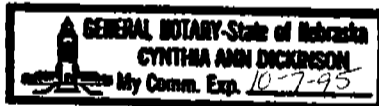
ACKNOWLEDGEMENT

State of Nebraska }  
Scotts Bluff County } ss.

Before me, a Notary Public, qualified and acting in said County, personally came Donald E. Overman, Mayor of the City of Scottsbluff, Scotts Bluff County, Nebraska, known to me to be the identical person who signed the foregoing "Owner's Statement" and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS MY HAND AND SEAL this 15<sup>th</sup> day of August, 1994

*Cynthia Ann Dickinson*



My Commission Expires:

APPROVAL

The foregoing Replat of Lot 4, Block 1, Crossroads Subdivision, a part of Gov't lot 3, Section 26, T 22 N, R 55 W, 6th P.M., Scottsbluff, Scotts Bluff County, Nebraska, was approved by the Director of Planning, Building and Development of the City of Scottsbluff, Nebraska, pursuant to Section 19-916, Reissue of Revised Statutes of Nebraska, as amended by Section 10 of L.B. 71 approved on March 5, 1983, and to Article 1 of Chapter 20 of Ordinance No. 2600 of the City of Scottsbluff, Nebraska, as amended by Ordinance No. 2812 of the City.

Director of Planning, Building and Development

*Dwain McLaughlin*

Dwain McLaughlin

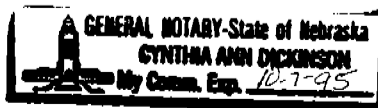
ACKNOWLEDGEMENT

STATE OF NEBRASKA }  
SCOTTS BLUFF COUNTY } ss.

Before me, a Notary Public, qualified and acting in said County, personally came Dwain McLaughlin, Director of Planning, Building & Development of the City of Scottsbluff, Nebraska, known to me to be the identical person who signed the foregoing "Approval" and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS MY HAND AND SEAL this 15<sup>th</sup> day of August, 1994

*Cynthia Ann Dickinson*



My Commission Expires: