

RW-605A-2M-8-58

- 1-R.O.W. Section
- 2-R.O.W. Section
- 3-Owner
- 4-Division Engineer
- 6-Project Engineer

STATE OF NEBRASKA
DEPARTMENT OF ROADS
RIGHT OF WAY CONTRACT

Tract 4

THIS AGREEMENT, made and entered into this 15 day of October 1959
by and between Fred & Mary M. Stender, Inc. BENHART J. STENDER
of the County of SARPY State of NEBRASKA Address Papillion
NEBRASKA, hereinafter called the Owner, and the State of Nebraska, Department of Roads, hereinafter called the State.

WITNESSETH: In consideration of the payment or payments as specified below, the Owner hereby agrees to execute to the State, a warranty deed, which will be furnished and prepared by the State, to certain real estate situated in the County of Sarpy, State of Nebraska, as follows:

Section	Township	Range	Commencing at—
Sta. 13+52 to Sta. 28+33.5	14	118	a strip 75' - 75' pl. ft. wide Rt. side
Sta. 28+33.5 to Sta. 33+59			a strip 75' pl - 90' ft. wide Rt. side
Sta. 33+59 to Sta. 38+35			a strip 120' - 85' ft. wide Rt. side
Sta. _____ to Sta. _____			a strip _____ ft. wide _____ side
Sta. _____ to Sta. _____	_____	_____	_____ side

(Excepting therefrom present Public Roads)

as shown on approved plans for Project No. F-514 (1)

Additional Right of Way (to which title is also to be taken unless otherwise stated) as follows:

FILED FOR RECORD IN SARPY COUNTY NEBR. March 9 1962 AT 10 O'CLOCK AM

AND RECORDED IN BOOK 29 OF Rs PAGE 401 Edna Ruff COUNTY CLERK. 325

It is agreed and understood, in accordance with Chapter 86, Article 18, Revised Statutes, Supplement, 1955, there will be no driveways either ingress or egress permitted from the above land subdivision to the highway right of way, except:

Drive Sta. 35+75 Rt. Type B Drive Sta. 38+26 Rt. Type F

and as set forth on the reverse side hereof, entitled Classification of Driveways, Type A to F inclusive, and made a part of the contract.

It is also agreed and understood that the State will construct that portion of these driveways which are on the highway right of way.

It is hereby agreed that possession of the above described premises is the essence of this contract and that the State may take immediate possession of the premises upon the signing of this contract for the purposes above set forth.

The State agrees to purchase the above described real estate and to pay therefor upon the delivery of said executed deed. Payment or payments are to be made by the State to the Owner for the property actually taken, according to the following rate per acre. Both parties shall be bound by an acreage figure not to exceed twice the amount or less than one half the approximate amount as set forth below as an approximate acreage. Any amount in acreage more or less than these approximate limits shall be renegotiated for to correct the acreage agreement part of this contract only.

Approximately 2.3 acres at \$ 350.00 per acre. \$ 805.00 717.50

Approximately _____ rods of new fence at \$ _____ per rod. \$ _____

Moving and replacing approximately 3509.8 rods of fence at \$ 2.00 per rod. \$ 196.00

Barbours Sta. 13+52 to 20+00 52 " " " " 1.50 \$ 78.00

Wagon Sta. 20+00 to 38+35 DAMAGE TO TREES \$ 150.00

This contract taken subject to office approval
APPROXIMATE TOTAL \$ 1229.00

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.

Expenses for partial release of mortgages and Internal revenue stamps will be paid by the State.

This contract shall be binding on both parties from its inception; but, should none of the above real estate be required this contract shall terminate upon the payment of \$25.00 by the State to the Owner.

DEPARTMENT OF ROADS
STATE OF NEBRASKA

OWNER

By H. H. Mungl
RIGHT OF WAY ENGINEER

Benhart J. Stender
Minnie M. Stender

The representative of the Department of Roads, of the State of Nebraska in presenting this contract has 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 Department of Roads, of the State of Nebraska.

Negotiator [Signature] Signed Benhart J. Stender

This drive taken by City 10-16-59