

30-359

RW-505A-3M-2-51  
1-R.O.W. Section  
2-R.O.W. Section  
3-Owner  
4-Division Engineer  
5-Project Engineer

STATE OF NEBRASKA  
DEPARTMENT OF ROADS  
RIGHT OF WAY CONTRACT

THIS AGREEMENT, made and entered into this 7th day of Sept 1962  
by and between Walter & Eunice Wittmuss, H&W, J.P.  
of the County of SARPY, State of Nebraska, Address Road Route #1  
West Omaha Neb, 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 14 Township 14 Range 12 E  
Commencing at—  
Sta. \_\_\_\_\_ to Sta. \_\_\_\_\_ a strip \_\_\_\_\_ ft. wide \_\_\_\_\_ side  
Sta. 1066+00+ to Sta. 1084+01.9 a strip \_\_\_\_\_ ft. wide Rt. along old side } from  
Sta. \_\_\_\_\_ to Sta. \_\_\_\_\_ a strip \_\_\_\_\_ ft. wide \_\_\_\_\_ side } center-  
Sta. \_\_\_\_\_ to Sta. \_\_\_\_\_ a strip \_\_\_\_\_ ft. wide \_\_\_\_\_ side } line of  
Sta. \_\_\_\_\_ to Sta. \_\_\_\_\_ a strip \_\_\_\_\_ ft. wide \_\_\_\_\_ side } proposed  
Sta. \_\_\_\_\_ to Sta. \_\_\_\_\_ a strip \_\_\_\_\_ ft. wide \_\_\_\_\_ side } highway

(Excepting therefrom present Public Roads)  
as shown on approved plans for Project No. 237(6) Tract No. 112

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

RECORDED FOR RECORD IN SARPY COUNTY NEB. Sept 24 1962 11 100 CLOCK A.M.  
AND RECORDED IN BOOK 30 OF REC. PAGE 359 Walter Wittmuss COUNTY CLERK. 3 25

It is agreed and understood, in accordance with Chapter 38, Article 13, R.R.S. 1943, there will be no driveways either in-  
gress or egress permitted from the above land subdivision to the highway right of way, except  
Type E Drive Sta. 1070+79 Rt., Type E at 1082+00 Rt.  
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 purpose 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 \_\_\_\_\_ acres at \$ \_\_\_\_\_ per acre Sta. \_\_\_\_\_ to Sta. \_\_\_\_\_ \$ \_\_\_\_\_  
Approximately \_\_\_\_\_ acres at \$ \_\_\_\_\_ per acre Sta. \_\_\_\_\_ to Sta. \_\_\_\_\_ \$ \_\_\_\_\_  
Approximately \_\_\_\_\_ acres at \$ \_\_\_\_\_ per acre Sta. \_\_\_\_\_ to Sta. \_\_\_\_\_ \$ \_\_\_\_\_  
Approximately \_\_\_\_\_ rods new fence at \$ \_\_\_\_\_ per rod \_\_\_\_\_ \$ \_\_\_\_\_  
Moving and replacing approximately \_\_\_\_\_ rods fence at \$ \_\_\_\_\_ per rod \_\_\_\_\_ \$ \_\_\_\_\_  
Moving and replacing approximately \_\_\_\_\_ rods fence at \$ \_\_\_\_\_ per rod \_\_\_\_\_ \$ \_\_\_\_\_  
CONTROLLED ACCESS - ABSTRACTING FEE \$ 30.00

APPROXIMATE TOTAL \$ 30.00

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. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which  
were planted at the time of the signing of this contract and which are actually damaged due to construction of this project.

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 \$10.00 by the State to the Owner.

DEPARTMENT OF ROADS  
STATE OF NEBRASKA  
By: W. J. Meyer RIGHT OF WAY ENGINEER  
OWNER  
Walter Wittmuss  
Eunice Wittmuss  
SEP 17 1962

The representative of the Department of Roads, of the State of Nebraska in presenting this contract has ex-  
plained all of its provisions. A complete understanding and explanation has been given of the terminology, phras-  
es, and statements contained in this contract. It is understood that no promises, verbal agreements or understand-  
ing, except as set forth in this contract will be honored by the Department of Roads, of the State of Nebraska.  
Agent: W. J. Meyer Signed: Walter Wittmuss  
Owner

30-360

Dated this 7th day of April 1967

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_

On the above date, before me, \_\_\_\_\_ a General Notary Public duly commissioned and qualified,

On the above date, before me, \_\_\_\_\_ a General Notary Public duly commissioned and qualified,

personally came \_\_\_\_\_

personally came \_\_\_\_\_

to me known to be the identical person, whose name \_\_\_\_\_

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.

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 last above written.

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

Notary \_\_\_\_\_

Notary \_\_\_\_\_

My commission expires the \_\_\_\_\_ day of \_\_\_\_\_ 1967

My commission expires the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_

STATE OF Arkansas  
Crawley County

STATE OF \_\_\_\_\_  
\_\_\_\_\_ County ss.

**CLASSIFICATION OF DRIVEWAYS  
TYPE A TO F INCLUSIVE**

- Type A (Field Entrance) 20 feet in Width  
Field entrance to provide for the movement of farming implements and crops so long as it is used consistent with normal farming operations of the District.
- Type B (Farmstead Entrance) 20 Feet in Width  
Farmstead entrance to provide ingress and egress to dwelling and out building site of the owner so long as it is used consistent with rural living and farming activities.
- Type C (Private Residential) 20 feet in Width  
Private residential entrance to provide ingress and egress to dwelling of the owner so long as it is used consistent with normal activities thereon.
- Type D (Farm Cross-over) 20 feet in Width  
Two field entrances subject to the provision of Section 39-1331, R.R.S. 1943.
- Type E (Commercial Entrance) Not to Exceed 40 Feet in Width  
Commercial entrance to provide ingress and egress to property of the owner so long as it is used consistent with operating normal business activities as they exist.
- Type F—No restrictions

**MEMORANDA**

**PLEASE PRINT ALL NAMES**

Exact and full name of owner, as same appears of record EXECUTOR'S DEED Book 67 Page 618 7/2/50

WALTER WITTMUSS & EUNICE WITTMUSS H&W JT.

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 and 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 None

If any of the owners or heirs are minors, give their names and ages None

Name of guardian None

TENANT—Exact and full name.	Rent Agreement	<u>See above, Le Roy Wittmuss</u>
<u>Controlled Access and Right of Way Abstraction Fee</u>	\$ <u>30.00</u>	Posted _____
New fencing	\$ _____	Payment _____ \$ _____
Fence removal and repl.	\$ _____	Final Payment _____ \$ _____
Damages	\$ _____	Contract No. _____
Total	\$ <u>30.00</u>	

**REMARKS:**

As appraised by Grant L. McElb.

1816

Negotiator W. F. Keyle