

a true, perfect and complete copy of RETURN OF APPRAISERS FILED IN THE CASE OF THE STATE OF NEBRASKA DEPARTMENT OF ROADS, CONDEMNER V. EDWIN T. GARDNER ET AL, CONDEMNNEES, as the same appear on file and of record in the County Court of Cass County, Nebraska.

I further certify that I have legal custody and control of the records of said Court; that said Court is a Court of Record, has a seal, and the said seal is hereto affixed; and that the forgoing attestation is in due form and according to the laws of the State of Nebraska.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the County Court of Cass County, Nebraska, at Plattsmouth, this 13th day of July A.D. 1964.

(SEAL OF THE COUNTY COURT)
(OFFICE OF CASS COUNTY, NEBRASKA)

Raymond J. Case
County Judge

by: Sarah Cecil
Clerk of The County Court

\*\*\*\*\*
RETURN OF APPRAISERS
A.W.Propst et al, Appraisers
to
Fred A.Clark et al
Filed July 21, 1964 at 11:30 A.M.
Lucille Horn Gaines
Register of Deeds
\$10.90

BEFORE THE COUNTY JUDGE OF CASS COUNTY, NEBRASKA

THE STATE OF NEBRASKA )
DEPARTMENT OF ROADS )
Condemner )
vs. )
Docket Page
RETURN OF APPRAISERS
FRED A. CLARK, Owner; MARIAN E. CLARK, wife of FRED A. CLARK; FIRST LOAN COMPANY OF NEBRASKA CITY, Mortgagee;
RACHAEL B. TAYLOR, - a single person, Heir of Mary A. Taylor, - deceased; -
LOIS D. THOMPSON and NORMAN S. THOMPSON, wife and husband, Joint Tenants;
WILL A MINFORD, Owner; MARION C. MINFORD, wife of Will A. Minford;
Condemnees )

TO HONORABLE Raymond J. Case, COUNTY JUDGE, CASS COUNTY, NEBR.

We, the undersigned appraisers, do hereby certify that under and by virtue of an "Appointment of Appraisers" duly served upon us by Fred Tesch, Sheriff ex-Deputy-Sheriff of Cass County, Nebraska, on the 1st & 2nd day of June, 1964, and after having taken and filed the "Oath of Appraisers" that we did carefully inspect and view the property described herein, sought to be appropriated by the State of Nebraska, Department of Roads, and also other property of the condemnees alleged damaged thereby and did hear all parties interested therein in reference to the amount of damages sustained while we were so inspecting and viewing the property herein described and thereafter did assess the damages that the condemnees have sustained or will sustain by such appropriation of the property herein described for State highway purposes and also damage to such other property of the condemnees as in our opinion was damaged by the appropriation of the property herein described:

RLW-648

C O N D E M N A T I O N

Land Owners: Fred Allison Clark and Marian E. Clark, Husband and Wife.
Mortgagee: First Loan Company of Nebraska City.

Project: F-28 (8)                      AFE: R-276b                      Cass County, Nebraska.

Fee simple title to a tract of land and all improvements thereon, if any, for highway right of way purposes located in the North Half of the Southeast Quarter of Section 11, Township 10 North, Range 13 East of the 6th P.M., Cass County, Nebraska, as illustrated on the attached plat and being more particularly described as follows:

Beginning at the east quarter corner of said Section 11; thence southerly on the East line of the North Half of the Southeast Quarter of said Section 11 a distance of 1,325.7 feet to the southeast corner of said North Half of the Southeast Quarter; thence westerly on the South line of said North Half of the Southeast Quarter a distance of 50.4 feet; thence northerly on a line 50.4 feet westerly from and parallel to said East line a distance of 155.8 feet; thence westerly a distance of 10.0 feet to a point 60.4 feet westerly from said East line; thence northerly a distance of 1,169.8 feet to a point on the North line of said North Half of the Southeast Quarter; thence easterly on said North line a distance of 60.2 feet to the point of beginning, containing 1.80 acres, more or less, which includes 1.00 acre, more or less, previously occupied as a public highway, the remaining 0.80 acre, more or less, being the additional acreage to be secured in this action.

There will be no ingress or egress from the above described tract of land onto the remainder of said North Half of the Southeast Quarter, except over one farmstead entrance, not to exceed 20 feet in width, 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, the centerline of which is to be located 1,315.8 feet southerly from the North line of said North Half of the Southeast Quarter as measured along the centerline of the highway as illustrated on the attached plat.

All mineral rights in the above described tract shall be retained and reserved to the Condemnees, their heirs, successors or assigns. The Condemnees, their heirs, successors or assigns shall have no right to use or enter the surface of the above described tract for any purpose concerning the reserved mineral rights; nor shall the Condemnees, their heirs, successors or assigns in extracting such minerals, damage or in any way impair the use of the above described tract.

Plat No 1 filed in Plat Book No 5 Page 111

#### C O N D E M N A T I O N

Land Owners: Lois D. Thompson and Norman S. Thompson, Wife and Husband, Joint Tenants.

Project: F-28 (8)                      AFE: R-276b                      Cass County, Nebraska.

Fee simple title to a tract of land and all improvements thereon, if any, for highway right of way purposes located in the Northwest Quarter of the Northwest Quarter of Section 13, Township 10 North, Range 13 East of the 6th P.M., Cass County, Nebraska, as illustrated on the attached plat and being more particularly described as follows:

Beginning at the northwest corner of said Section 13; thence southerly on the West line of the Northwest Quarter of the Northwest Quarter of said Section 13 a distance of 1,322.9 feet to the southwest corner of said Northwest Quarter of the Northwest Quarter; thence easterly on the South line of said Northwest Quarter of the Northwest Quarter a distance of 75.3 feet; thence northerly 90 degrees 00 minutes left a distance of 794.4 feet; thence

westerly 90 degrees 00 minutes left a distance of 15.0 feet; thence northerly 90 degrees 00 minutes right a distance of 337.0 feet; thence easterly 90 degrees 00 minutes right a distance of 15.0 feet; thence northerly 86 degrees 53 minutes left a distance of 191.8 feet to a point on the North line of said Northwest Quarter of the Northwest Quarter; thence westerly on said North line a distance of 74.9 feet to the point of beginning, containing 2.04 acres, more or less, which includes 1.19 acres, more or less, previously occupied as a public highway, the remaining 0.85 acre, more or less, being the additional acreage to be secured in this action.

There will be no ingress or egress from the above described tract of land onto the remainder of said Northwest Quarter of the Northwest Quarter, except over one farmstead entrance, not to exceed 20 feet in width, 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, the centerline of which is to be located 441.5 feet southerly from the North line of said Northwest Quarter of the Northwest Quarter as measured along the centerline of the highway and except over the existing public road along said North line as illustrated on the attached plat.

All mineral rights in the above described tract shall be retained and reserved to the Condemnees, their heirs, successors or assigns. The Condemnees, their heirs, successors or assigns shall have no right to use or enter the surface of the above described tract for any purpose concerning the reserved mineral rights; nor shall the Condemnees, their heirs, successors or assigns in extracting such minerals, damage or in any way impair the use of the above described tract.

Plat No 2 filed in Plat Book No 5 Page 111

#### C O N D E M N A T I O N

Land Owners: Will A Minford, and Marion C. Minford, Husband and Wife.

Project: F-28(8) AFE: R-276b Cass County, Nebraska.

page 1 of 2

Fee simple title to a tract of land and all improvements thereon, if any, for highway right of way purposes located in Lot 1 in the Southeast Quarter of the Northeast Quarter and in the Northeast Quarter of the Northeast Quarter of Section 23, Township 11 North, Range 13 East of the 6th P.M., Cass County, Nebraska, as illustrated on the attached plat and being more particularly described as follows:

Beginning at the northeast corner of said Section 23; thence westerly on the North line of the Northeast Quarter of said Section 23 a distance of 62.6 feet; thence Southerly a distance of 1,367.7 feet to a point 101.6 feet westerly from the East line of said Northeast Quarter, said point being on the westerly old highway right of way line; thence continuing southerly on said old highway right of way line a distance of 600.0 feet to a point 101.1 feet westerly from said East line; thence southeasterly on said old highway right of way line a distance of 107.7 feet to a point 61.0 feet westerly from said East line; thence southerly on said old highway right of way line a distance of 315.0 feet to a point 60.8 feet westerly from said East line; thence southwesterly a distance of 86.8 feet to a point on the South line of said Lot 1, said point being 100.7 feet westerly from said East line; thence northeasterly on said South line a distance of 103.1 feet to a point on said East line; thence northerly

on said East line a distance of 2,436.9 feet to the point of beginning, containing 4.72 acres more or less, which includes 3.23 acres, more or less, previously occupied as a public highway, the remaining 1.49 acres, more or less, being the additional acreage to be secured in this action.

There will be no ingress or egress from the above described tract of land onto the remainder of said Northeast Quarter of the Northeast Quarter and Lot 1 in the Southeast Quarter of the Northeast Quarter, except over two field entrances, not to exceed 20 feet in width, to provide for the movement of farming implements and crops so long as they are used consistent with normal farming operations of the owner, the centerlines of which are to be located 135.1 feet and 2,140.1 feet southerly from the North line of said Section 23 as measured along the centerline of the highway and except over the existing public road along the North line of said Section 23 as illustrated on the attached plat.

And also, fee simple title to a tract of land and all improvements thereon, if any, for highway right of way purposes located in the Northwest Quarter of the Northwest Quarter and Lot 4 in the Southwest Quarter of the Northwest Quarter of Section 24, Township 11 North, Range 13 East of the 6th P.M., Cass County, Nebraska, as illustrated on the attached plat and being more particularly described as follows:

Beginning at the northwest corner of said Section 24; thence easterly on the North line of the Northwest Quarter of said Section 24 a distance of 62.4 feet; thence southerly a distance of 1,733.5 feet to a point on the easterly old highway right of way line, said point being 63.7 feet easterly from the West line of said Northwest Quarter; thence continuing southerly on said old highway right of way line a distance of 138.1 feet to a point 98.8 feet easterly from said West line; thence continuing southerly on said old highway right of way line a distance of 547.9 feet to a point on the South line of said Lot 4, said point being 99.3 feet easterly from said West line; thence southwesterly on said South line a distance of 101.7 feet to a point on said West line; thence northerly on said West line a distance of 2,436.9 feet to the point of beginning, containing 4.03 acres, more or less, which includes 2.88 acres, more or less, previously occupied as a public highway, the remaining 1.15 acres, more or less, being the additional acreage to be secured in this action.

#### C O N D E M N A T I O N

Land Owners: Will A. Minford, and Marion C. Minford, Husband and Wife.

Project: F-28 (8)                      AFE: R-276b                      Cass County, Nebraska.

Page 2 of 2

There will be no ingress or egress from the above described tract of land onto the remainder of said northwest Quarter of the Northwest Quarter and Lot 4 in the Southwest Quarter of the Northwest Quarter, except over two field entrances, not to exceed 20 feet in width, to provide for the movement of farming implements and crops so long as they are used consistent with normal farming operations of the owner, the centerlines of which are to be located 1,012.1 feet and 1,769.1 feet southerly from the North line of said Section 24 as measured along the centerline of the highway and except over the existing public road along said North line as illustrated on the attached plat.

All mineral rights in the above described tracts shall be retained and reserved to the

Condemnees, their heirs, successors or assigns. The Condemnees, their heirs, successors or assigns shall have no right to use or enter the surface of the above described tracts for any purpose concerning the reserved mineral rights; nor shall the Condemnees, their heirs, successors or assigns in extracting such minerals, damage or in any way impair the use of the above described tracts.

Plat No 3 filed in Plat Book No 5 Page 110

Now, therefore, we as appraisers aforesaid, do hereby find and appraise the damages that will be suffered by reason of the appropriation of title to the said property or any interest therein described for State highway purposes by the State of Nebraska, Department of Roads in the amount of :

- To: Fred A. Clark, Owner; Marian E. Clark, wife of Fred A. Clark; First Loan Company of Nebraska City, Mortgagee; \$ 811.50
- To: ~~Rachael B. Taylor; a single person; Heir of Mary A. Taylor, deceased;~~ \$
- To: Lois D. Thompson and Norman S. Thompson, wife and husband, Joint Tenants; \$ 1495.00
- To: Will A. Minford, Owner; Marion C. Minford, wife of Will A. Minford; \$ 2621.00

All of which is hereby respectfully submitted.

Dated this 8 day of July, A.D., 1964

A.W. Propst  
Dwight L. Clements  
Edwin T. McHugh  
Appraisers

Subscribed and sworn to before me this 8th day of July, A.D., 1964.

(SEAL)

(SEAL OF THE COUNTY COURT)  
(OF CASS COUNTY, NEBRASKA)

Raymond J. Case  
County Judge

RLW-649 ENDORSED: FILED IN COUNTY COURT CASS COUNTY, NEBR. JULY 8, 1964

RAYMOND J. CASE, COUNTY JUDGE

IN THE COUNTY COURT OF CASS COUNTY, NEBRASKA :

THE STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF CASS )

CERTIFICATE OF TRANSCRIPT

I, Raymond J. Case County Judge of Cass County, Nebraska, do hereby certify the foregoing to be a true, perfect and complete copy of RETURN OF APPRAISERS FILED IN THE CASE OF THE STATE OF NEBRASKA DEPARTMENT OF ROADS, CONDEMNOR V. FRED A. CLARK ET AL, CONDEMNNEES, as the same appears on file and of record in the County Court of Cass County, Nebraska.

I further certify that I have legal custody and control of the records of said Court; that said Court is a Court of Record, has a seal, and the said seal is hereto affixed; and that the forgoing attestation is in due form and according to the laws of the State of Nebraska.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the County Court of Cass County, Nebraska, at Plattsmouth, this 21st day of July A.D., 1964.

(SEAL OF THE COUNTY COURT)  
(OF CASS COUNTY, NEBRASKA)

Raymond J. Case  
County Judge

by: Sarah Cecil

Clerk of The County Court

\*\*\*\*\*

LAND CONTRACT  
Irma Y. Rogers  
to  
James H. Shaffer et al

COMPARED

Filed July 22, 1964 at 1:42 P.M.  
Register of Deeds  
Lucille Horn Gaines  
\$5.35

-----  
LAND CONTRACT

This Land Contract made and entered into by and between Irma Y. Rogers, hereinafter called the seller, and James H. Shaffer and Rose E. Shaffer, hereinafter referred to as the buyers,  
WITNESSETH:

The seller hereby agrees to sell and the buyers hereby agree to purchase the following described real estate, to wit:

of the Northeast Quarter  
Lot 23 in the Northeast Quarter/of Section 25, Township 12 North,  
Range 13 East of the 6th P.M. in Porter Place Addition in Cass County,  
Nebraska, consisting of 5 1/4 acres, more or less

all upon the following terms and conditions:

1. The purchase price of said real estate shall be the sum of \$13,410.13, and upon the execution of this Land Contract, the buyers shall pay the sum of \$500.00, receipt of which is hereby acknowledged, and the balance in the sum of \$12,910.13 shall be payable in monthly installments of \$115.00 per month beginning on the first day of May 1964, and a like sum of \$115.00 on the first day of each month thereafter until the entire balance has been paid, such payments to be applied first to interest on the unpaid principal balance at the rate of 5 1/2% per annum and after the deduction of such interest the balance of each payment shall be applied to the principal balance due, it being agreed that such interest shall be computed monthly.

2. It is further expressly agreed that title to said real estate shall remain in the seller until the final payment herein provided for is made and that the taxes for the year 1964 shall be pro rated and the seller shall pay that portion of said taxes computed to the date of possession and the buyers shall pay that portion from the date of possession and that the buyers shall pay all taxes and special assessments which shall become due after the 1964 taxes are paid as above provided and that the buyers shall further procure and pay for insurance, in a company licensed to do business in the State of Nebraska insuring said property against loss by fire, windstorm and extended coverage in the sum of \$10,000.00 upon the residence on said premises and \$1,000.00 on the garage upon said premises, which insurance shall be payable as the interest of the parties shall appear and which shall at no time be less than the amounts above set out, and all policies of insurance shall be held by the escrowee hereinafter named, so long as this contract is in force and effect.

In the event the buyers fail to procure such insurance or pay such taxes, the seller shall have the opportunity of paying for the same and adding the cost thereof to the principal balance due under this contract; it is expressly agreed that in the event of loss covered by insurance, the seller shall use the proceeds of such insurance to repair or restore said premises or in the event of the total destruction thereof to reimburse the buyers for all amounts paid upon