

30-359

- 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.S.P.
 of the County of SARPY State of Nebraska Address Parcel Route #1
West Branch Rd, 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 from
 Sta. 1066+00 to Sta. 1081+01.9 a strip _____ ft. wide Rt. along old 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. 8-237(6) Tract No. 112

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

FILED FOR RECORD IN BOOK _____ PAGE 359 Sept 24 1962 10:00 A.M.
 AND RECORDED IN BOOK 30 PAGE 359 Arthur Proff COUNTY CLERK. 325

It is agreed and understood, in accordance with Chapter 38, Article 13, R.R.S. 1943, there will be no driveways either ingress 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		\$ _____
<u>CONTROLLED ACCESS - ABSTRACTING FEE</u>		\$ <u>30.00</u>
		\$ _____

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. W. Muehl RIGHT OF WAY ENGINEER
 SEP 17 1962
 OWNER
 I Walter Wittmuss
Eunice Wittmuss

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 understandings except as set forth in this contract will be honored by the Department of Roads, of the State of Nebraska.

Agent B. F. Reigler Signed Walter Wittmuss Owner