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29-401

RW-605A-2M-8-53

- 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, his, J.T. 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:

NEB Section 35 Township 14 Range 11B
Commencing at—
Sta. 13+52 to Sta. 28+33.5 a strip 75' - 75' pl ft. wide Rt. side } from
Sta. 28+33.5 to Sta. 33+59 a strip 75' pl - 90' ft. wide Rt. side } center-
Sta. 33+59 to Sta. 38+35 a strip 120' - 85' ft. wide Rt. 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. 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. 3 25

It is agreed and understood, in accordance with Chapter 36, Article 13, 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
DRIVE STA. 44+00 TYPE "A" RT. TYPE "A" STATION 15+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 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 4509.8 rods of fence at \$ 2.00 per rod. \$ 196.00

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

Owner 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 W. J. 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

Signed

Benhart J. Stender

29-402

Dated this _____ day of _____ 19____

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

personally came _____

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

Notary _____

My commission expires the _____ day of _____ 19____

STATE OF _____

County _____

Dated this 15 day of October 1957

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

personally came _____

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

Notary _____

My commission expires the 20 day of June 1965

STATE OF Nebraska

County _____

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 owner.

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 thereto.

Type D (Farm Cross-over) 20 Feet in Width

Two field entrances subject to the provision of Section 35-1331, Revised Statutes, Supplement, 1955.

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. BEN HART J STENDER

If married, full name of spouse. MINNIE M. STENDER

If unmarried, show "single," "widower," "widow" _____

If mortgage or other liens, show names of holders, amounts, dates and book and page of record. NONE

If an estate, give the names of all the heirs, with the share of each. Show names of spouses of those married. NONE

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. OWNER

Right of Way. \$ 805.00

New fencing. \$ _____

Fence removal and repl. \$ 274.00

Tree Damages \$ 150.00

Total \$ 1229.00

Posted _____

Payment MAR 21 1960 \$ 1141.50

Final Payment \$ _____

Contract No. K

REMARKS:

Drive at Station 15+00 Right was
OK by Don Coffey by phone call with
J. Gallagher 10-16-57
R. B. Bupp

R. B. Bupp

4918