

FILED FOR RECORD ON THIS 14TH DAY OF DECEMBER, A. D. 1954 AT 11 O'CLOCK AND 50 MINUTES A. M. AND RECORDED IN MISC. BOOK "S" AT PAGE 387.
Fee: \$2.45 KITTY A. ROUSH, Register of Deeds

- 1-R.O.W. Section
- 2-Party of the First Part
- 3-Division Engineer
- 4-Project Engineer

STATE OF NEBRASKA

DEPARTMENT OF ROADS AND IRRIGATION
ROADWAY EASEMENT CONTRACT
~~RIGHT OF WAY CONTRACT~~

THIS AGREEMENT, made and entered into this 30th day of November, 1954, by and between Farmland, Fremont & Railroad Drainage District, a corporation of the County of Dodge, State of Nebraska, Address 62 West 6th Street, Fremont, Nebraska, party of the first part, and the Department of Roads and Irrigation of The State of Nebraska, party of the second part

WITNESSETH: In consideration of \$1.00, the receipt of which is hereby acknowledged, and the payment or payments as specified below, the party of the first part hereby agrees to furnish to the party of the second part, a ~~roadway~~ roadway easement, over & across ~~certain real estate~~ certain real estate situated in the County of Dodge, State of Nebraska, as follows:

Pt. NW 1/4 Section, 26 Township 17 Range 8

Section, Township Range

Commencing at -
Sta. 0+00 to Sta. 4+00, a strip 200 ft. wide 20 side) from
Sta. 0+00 to Sta. 4+00, a strip 200 ft. wide 20 side) center-
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 plan for Project No. 200 (20) Dodge~~

Licensee is building a new bridge to span the Platte River, and its plans call for the building of a new road, extending from the North end of said bridge and leading into Broad Street, and licensee is desirous of obtaining a roadway easement over and across the owner's dike and as appears on the plat attached hereto and by reference made a part hereof, and being located in the:

"SW 1/4 of Section 26, Twp. 17 N.
R. 8 E., of the 6th P. M., Dodge
County, Nebraska,"

said roadway easement being 200' in width and 160' in depth, the North Margin thereof constituting the South Margin of Boulevard Avenue.

NOW THEREFORE, in consideration of the mutual covenants on the part of the parties hereto to be kept and performed, it is hereby agreed:

The owner hereby grants to licensee a roadway easement over and across the parcel of land described aforesaid.

Licensee will fence off the owner's dike from the said roadway.

If and when said roadway over and across said parcel of land is ever abandoned, or ceases to be maintained, as a roadway, then and in that event, said easement will terminate.

~~and the party of the first part agrees to purchase the above described real estate and to pay therefor upon the delivery of warranty deed showing~~
~~that the same is free from all liens and encumbrances. Payment or payments are to be made~~

~~Additional Right of Way (see which case is referred to in the contract)~~
~~stated) as follows:~~

It is agreed and understood, in accordance with Legislative Bill No. 377 of the Sixty-Fifth session of the Nebraska Legislature, there will be no driveways, or ingress and egress roads, permitted upon the above land subdivision, except at the following project Station Numbers: _____

It is also agreed and understood that the Department of Roads and Irrigation will construct and maintain that portion of these driveways, or ingress and egress, 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 party of the second part may take immediate possession of the premises upon the signing of this contract for the purposes above set forth.

~~Party of the second part agrees to purchase the above described real estate and to pay therefor upon the delivery of warranty deed to the party of the first part, the premises to be free from encumbrances of any kind, except those specifically mentioned by the party of the second part to the party of the first part on the following items:~~

Approximately 0.25 acres at \$100.00 per acre \$25.00
Approximately _____ rods of new fence _____
Moving and replacing approximately _____ rods of fence _____

APPROXIMATE

The above payments to cover all damages caused by the construction of the above project.

Should the acreage taken for highway be more or less than _____ is to be paid for at the agreed price. Should the highway as _____ require none of the real estate described, this contract becomes null and void.

Posted _____

Payment _____ \$ _____

Final Payment _____ \$ _____

Contract No. _____

DEPT. OF ROADS & IRRIGATION OF THE STATE OF NEBRASKA
City of the State Capital
[Signature]