

NW-100A-12-7-51  
 1 - R.O.W. Section  
 2 - P.D.W. Section  
 3 - Plans  
 4 - Division Engineer  
 5 - Project Engineer

STATE OF NEBRASKA  
 DEPARTMENT OF ROADS  
 RIGHT OF WAY CONTRACT

THIS AGREEMENT, made and entered into this 26 day of July, 1962  
 by and between Jessie Ward Gordon  
 of the County of Douglas, State of NEBRASKA, Address: 1205 Box 4th Street  
Omaha, Nebraska hereinafter called the Owner, and the State of Nebraska, Department of Roads,  
 hereinafter called the State.

WITNESSETH: In consideration of the payment of 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:

Pt. S 1/4 NW 1/4, Section 36, Township 24, Range 12E  
 Section 36, Township 24, Range 12E Commencing at  
 Sta. 1+91.2 to Sta. 10+99.2 a strip 110 - 105 ft wide Rt. side from  
 Sta. 1+91.2 to Sta. 10+99.2 a strip 110 ft wide side center of  
 Sta. 1+91.2 to Sta. 10+99.2 a strip 110 ft wide side line of  
 Sta. 1+91.2 to Sta. 10+99.2 a strip 110 ft wide side proposed  
 Sta. 1+91.2 to Sta. 10+99.2 a strip 110 ft wide side highway  
 (Excepting therefrom present Public Roads)

as shown on approved plans for Project No. 237 (6), Tract No. 2  
 Additional Right of Way (to which title is also to be taken unless otherwise stated) as follows:

*Handwritten notes:*  
 August 9 62 10 A  
 Mrs. J. W. Gordon  
 30 Rec. 293  
 225

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  
Sta 10 + 40 Rt. (Type "A")  
 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 <u>801.50</u> sq. ft. at \$ <u>.022</u> per <u>sq. ft.</u> Sta. <u>1+91.2</u> to Sta. <u>10+99.2</u> \$ <u>1763.30</u>
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 <u>55</u> rods fence at \$ <u>1.50</u> per rod \$ <u>82.50</u>
Moving and replacing approximately <u>11</u> rods fence at \$ <u>1.00</u> per rod \$ <u>11.00</u>

APPROXIMATE TOTAL \$ 1856.80

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 [Signature]  
 RIGHT OF WAY ENGINEER AUG 6 1962

OWNER  
Jessie Ward Gordon

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.

Approved: [Signature]  
 Signed: Jessie Ward Gordon

30 54

Dated this 20th day of July 1962

On the above state before me, D. E. Trubee, a General Notary Public duly commissioned and qualified,

personally same, Jean M. Ward, who

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 D. E. Trubee

My commission expires the 22nd day of Sept. 1964

STATE OF Nebraska County Douglas

Date

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

personally same, \_\_\_\_\_, who

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 \_\_\_\_\_ 1964

STATE OF \_\_\_\_\_ County \_\_\_\_\_

CLASSIFICATION OF DRIVEWAYS TYPE A TO F INCLUSIVE

- Type A (Field Entrances) 20 feet in Width. Field entrances to provide for the movement of farming implements and equipment used in farming operations of the owner.
Type B (Farmstead Entrances) 20 Feet in Width. Farmstead entrance to provide ingress and egress to dwelling and out buildings situated 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 or his normal activities thereto.
Type D (Farm Cross-over) 20 feet in Width. Two field entrances subject to the provision of Section 39-137, R.S. 1961.
Type E (Commercial Entrances) Not to Exceed 40 Feet in Width. Commercial entrance to provide ingress and egress to property of the owner and his 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. Jean M. Ward

By Deed Jan 1962

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 spouse 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. Jean M. Ward, verbal

Right of Way \$ Posted

New fencing \$ Payment

Fence removal and repl. \$ Final Payment

Damages \$ Contract No.

Total \$

REMARKS:

Negotiator