

STATE OF NEBRASKA DEPARTMENT OF ROADS

- 1-R.O.W. Section
2-R.O.W. Section
3-Owner
4-Division Engineer
5-Project Engineer

RIGHT OF WAY CONTRACT Tracts 785 & 786

THIS AGREEMENT, made and entered into this 17 day of Jan 1961 by and between Stanley Hruban of the County of Douglas, State of Nebraska, Address 2920 ED. CREIGHTON AVE, 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 ... State of Nebraska, as follows:

Lots 48, 49 and 60, Burr Oak Addition to the City of Omaha Section Township Range Commencing at— Sta. to Sta. a strip ft. wide side from center-line of proposed highway

(Excepting therefrom present Public Roads)

as shown on approved plans for Project No. I-480-9 (26)

Additional Right of Way (to which title is also to be taken unless otherwise stated) as follows: Taking described as follows: Beginning at the southeast corner of Lot 49; thence westerly on the south line of Lot 49 a distance of 150 feet to the southwest corner of Lot 49; thence north on the west line of Lot 49 a distance of 10 feet; thence easterly on a line 10 feet northerly from and parallel to the south line of Lot 49 a distance of 105 feet; thence northeasterly 100.6 feet to the northeast corner of Lot 48; thence south on the east line of Lots 48 and 49 a distance of

100 feet to the point of beginning.

Also taking South 20 feet of the West 100 feet and the South 10 feet of the East 50 feet of Lot 60, Burr Oak Addition to the City of Omaha.

Complete possession of the above described taking to be relinquished to the State no later than July 1, 1961.

It is agreed and understood, in accordance with Chapter 39, 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

NONE

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 Warranty 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 \$

Approximately rods of new fence at \$ per rod \$

Moving and replacing approximately rods of fence at \$ per rod \$

Value of the Post Taken \$ 25,100.00
Severance Damages \$ 23,900.00

APPROXIMATE TOTAL \$ 49,000.00

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.

STATE OF NEBRASKA

By W. W. Menzel
RIGHT OF WAY ENGINEER

Stanley Hruban
Marie Hruban

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.

Signed..... Owner

Negotiator.....

Dated this 17 day of Jan 1961

Dated this..... day of..... 19.....

On the above date, before me Bernard F. Heyle
General Notary Public duly commissioned and qualified,
Douglas County
personally came Stanley Hruban + Marie Hruban

On the above date, before me.....
a General Notary Public duly commissioned and qualified,
personally came.....

to me known to be the identical person(s) whose name(s)
are affixed to the foregoing instrument as grantor(s) and
acknowledged the same to be a voluntary act and deed.

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.

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

Notary: Bernard F. Heyle

Notary.....

My commission expires the 9 day of Sept 1965

My commission expires the.....day of.....19.....

STATE OF Nebraska
Douglas County

STATE OF.....
.....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 (Farm Entrance) 20 Feet in Width
Farm 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 STANLEY A HRUBAN Book 72 Page 221 See attached copy of deed Record

act 785 - STANLEY HRUBAN (also known as Stanley A Hruban) Book 902 P 46 (Sale) W.D.

If married, full name of spouse MARIE HRUBAN Recorded 11/13/51

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 Occupied*

Right of Way.....	\$.....	Posted	\$.....
New fencing.....	\$.....	Payment	\$.....
Fence removal and repl.....	\$.....	Final Payment FEB 2 1961	\$ <i>49,000.00</i>
<i>Insurance</i> Damages.....	\$ <i>23,900.00</i>	Contract No. <i>7854786</i>	
<i>For Post taken</i>	\$ <i>25,100.00</i>		
Total	\$ <i>49,000.00</i>		

REMARKS:

Negotiator... *B F Kleyla*

S. J. [unclear]

RECEIVED

1962 SEP 11 AM 9 30

THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

STATE OF NEBRASKA
County of Douglas
Entered for Record this 11th day of September 1962
at 10:30 AM in the presence of
Book 386
Page 343
misc

*Debt of Route
Limestone 29 miles
16/691
694
5.00*