

- 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 7 day of August 1962  
 by and between City of Ralston  
 of the County of Douglas, State of Nebraska Address Ralston, Neb.  
 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 Douglas, State of Nebraska, as follows:

Pt. NE 1/4 NE 1/4 Section 10 Township 14 Range 12E  
 Section.....Township.....Range..... Commencing at—  
 Sta. 1157+74 to Sta. 1159+32, a strip.....ft. Lt. along old ROW side  
 Sta.....to Sta....., a strip.....ft. wide.....side } from  
 Sta.....to Sta....., a strip.....ft. wide.....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. F-237 (6) Tract No. 171

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

**CONTROLLED ACCESS ONLY**

It is agreed and understood, in accordance with Chapter 39, 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 A Drive Sta. 1158+85+ Lt. 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.

Aproximately.....acres at \$.....per acre.....	Sta..... to Sta.....	\$.....
Aproximately.....acres at \$.....per acre.....	Sta..... to Sta.....	\$.....
Aproximately.....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 only</u>		\$ <u>25.00</u>
		\$.....

APPROXIMATE TOTAL \$ 25.00

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

OWNER  
CITY OF RALSTON  
X By E. W. Rehder  
E. W. Rehder, Mayor of the City.

By W. H. Mempel

RIGHT OF WAY ENGINEER **AUG 15 1962**

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.

Agent D. E. Frisbie Signed..... Owner

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

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

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

personally came \_\_\_\_\_

personally came \_\_\_\_\_

to me known to be the identical person... whose name...

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.

.....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 \_\_\_\_\_

Notary \_\_\_\_\_

My commission expires the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

My commission expires the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

STATE OF \_\_\_\_\_ }  
County } ss.

STATE OF \_\_\_\_\_ }  
County } ss.

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 39-1331, R.R.S. 1943.
- 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... *City of Palston W.S. Bb 1044/72*

If married, full name of spouse... *None*

If unmarried, show "single," "widower," "widow"... *None*

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... *None Owner occupied*

Right of Way... \$ \_\_\_\_\_ Posted \_\_\_\_\_

New fencing... \$ \_\_\_\_\_ Payment \_\_\_\_\_

Fence removal and repl... \$ \_\_\_\_\_ Final Payment... \$ \_\_\_\_\_

Damages... \$ \_\_\_\_\_ Contract No. \_\_\_\_\_

Total... \$ \_\_\_\_\_

REMARKS:

*Handwritten notes and signatures in the remarks section.*

Negotiator \_\_\_\_\_

4  
mud

1962 SEP 11 AM 9 28

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

RECEIVED

D

THE STATE OF NEBRASKA } ss.  
Douglas County }  
Entered in Numerical Index and filed  
for Record in the office of the Register of  
Deeds of said County and recorded in  
Book 386 of misc

Page 339

*Thomas J. O'Connor*  
Register of Deeds

By \_\_\_\_\_ Deputy

State of Nebraska 9 Mebr.  
Dept of Records & Land

W 20-14-12 G.P.M.B.  
Certified Fee 4.50

10-14-12