

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

THIS AGREEMENT, made and entered into this 16 day of August 1962
 by and between Temple Baptist Church (Ralston Nebr)
 of the County of DOUGLAS, State of NEBRASKA Address 85th + Q St
Omaha 27 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 Douglas, State of Nebraska, as follows:

Pt. <u>E 1/2 NE 1/2</u>	Section <u>10</u>	Township <u>14</u>	Range <u>12 East</u>	Commencing at—
Sta. <u>1995+00</u>	to Sta. <u>1995+45</u>	a strip <u>40 - 44.69</u> ft. wide	<u>Rt.</u> side	} from center-line of proposed highway
Sta. <u>1995+45</u>	to Sta. <u>1995+45</u>	a strip <u>44.69 - 74.69</u> ft. wide	<u>Rt.</u> side	
Sta. <u>1995+45</u>	to Sta. <u>1997+85</u>	a strip <u>74.69 - 95</u> ft. wide	<u>Rt.</u> side	
Sta. <u>1156+71.42</u>	to Sta. <u>1157+27.44</u>	a strip <u>60</u> ft. wide	<u>Lt.</u> side	
Sta. _____	to Sta. _____	a strip _____ ft. wide	_____ side	

(Excepting therefrom present Public Roads)

as shown on approved plans for Project No. E-237 (6) Tract No. 131

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

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

Drive 1995+65 Rt. Type E 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 **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.

Aproximately <u>1.2757</u> ^{sq. ft.} acres at \$ <u>.054</u> ^{sq. ft.} per acre	Sta <u>1995+00</u>	to Sta <u>1997+85</u>	\$ <u>688.90</u>
Aproximately _____ acres at \$ _____ per acre	Sta <u>1156+71</u>	to Sta <u>1157+27</u>	\$ _____
Aproximately _____ acres at \$ _____ per acre	Sta _____	to Sta _____	\$ _____
Aproximately _____ rods new fence at \$ _____ per rod			\$ _____
Moving and replacing approximately _____ rods fence at \$ _____ per rod			\$ _____
Moving and replacing approximately _____ rods fence at \$ _____ per rod			\$ _____
			\$ _____
			\$ _____

APPROXIMATE TOTAL \$ 688.90

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

BOARD OF TRUSTEES
 OWNER Paul R. Hoff Trustee
 X Edward M. Brandt Trustee
Thomas J. Johnson Trustee
 X Emil L. Math Trustee

By W.A. Mergel **AUG 22 1962**
 RIGHT OF WAY ENGINEER

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 B.F. Kleyla Signed _____
 Owner

Dated this 16 day of August 1962

Dated this day of 19.....

On the above date, before me Bernard F. Kleyle a General Notary Public duly commissioned and qualified, personally came Paul R. Neff, Edward M. Brandt, Truman & Fineman & Emil L. Nash

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

to be known to be the identical persons whose names

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

are affixed to the foregoing instrument as grantors 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 Bernard F. Kleyle

Notary

My commission expires the 1st day of Mar. 1967

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

STATE OF Nebraska Douglas County ss.

STATE OF County } ss.

CLASSIFICATION OF DRIVEWAYS TYPE A TO F INCLUSIVE

- Type A (Field Entrance) 20 feet in Width
Type B (Farmstead Entrance) 20 Feet in Width
Type C (Private Residential) 20 feet in Width
Type D (Farm Cross-over) 20 feet in Width
Type E (Commercial Entrance) Not to Exceed 40 Feet in Width
Type F—No restrictions

MEMORANDA

PLEASE PRINT ALL NAMES

Exact and full name of owner, as same appears of record.....

TEMPLE BAPTIST CHURCH

W.D. Book 1045 Page 68 9/20/58 9/5/58

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.....

1st - CHURCH BLDG COMMITTEE, FELLOWSHIP OF BAPTISTS FOR HOME MISSIONS - PO Box # 455 Elgin, Ohio
2nd - MARGUERITE A. CUNNINGHAM and LEE A. CUNNINGHAM - RUSSELL KANSAS \$ 2000.00 Monthly till paid

If an estate, give the names of all the heirs, with the share of each. Show names of spouses 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.....

Right of Way 12757.5 SF @ .54 \$ 688.90

New fencing \$ Payment \$

Fence removal and repl. \$ Final Payment \$

Damages \$ Contract No.....

Total \$ 688.90

REMARKS:

Negotiator Bernard F. Kleyle

RECEIVED

1962 SEP 12 AM 9 18

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

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 Maps
Page 415

Thomas J. O'Connor
Register of Deeds

By _____ Deputy
MAIL dept of Recd
Luncheon 89 Maps
N = 10-14-12 G.P.N.P. 64
Completed For 450

10-14-12

S. J. ...