

RW-500A-3M-2-61
 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

30-253

THIS AGREEMENT, made and entered into this 26 day of July 1962
 by and between Jessie Ward Condon
 of the County of Douglas, State of Nebraska, Address 1305 So. 6th 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 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 Sarpy, State of Nebraska, as follows:
 P. S. 17 1/2 Section 35 Township 11 Range 12E

Sta.	to Sta.	a strip	ft. wide	side
1+21.3	10+89.2	140 - 105		Rt. side
				from center line of proposed highway

(Excepting therefrom present Public Roads)
 as shown on approved plans for Project No. P-237 (6) Tract No. 2

Additional Right of Way (to which title is also to be taken unless otherwise stated) as follows:
 This title August 9 62 10 A
 30 Rto 253 325

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
 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	661.50	acres	at \$.0224	per acre	Sta	to Sta	\$ 1763.30
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	55	rods	fence at \$ 1.50	per rod			\$ 82.50
Moving and replacing	11	rods	fence at \$ 1.00	per rod			\$ 11.00

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
 X Jessie Ward Condon

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 understandings except as set forth in this contract will be honored by the Department of Roads, of the State of Nebraska.

Agent [Signature]
 Signed X Jessie Ward Condon
 Owner

30-254

Dated this 24th day of July, 1964

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

personally came, Jesse Ward Gordon

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. Friesbie

My commission expires the 25th day of Sept. 1964

STATE OF Nebraska ss. Douglas County

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

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 Jesse M. Ward, 1964

Table with columns: Right of Way, New fencing, Fence removal and repl., Damages, Total. Rows with dollar amounts.

Table with columns: Posted, Payment, Final Payment, Contract No.

REMARKS:

Negotiator