

Miscellaneous Record No. 24

255

VALLEY COUNTY, NEBRASKA

Vere lutz & Wife

United States of America
Cust Account - 05.100.30-1/103

Filed Aug. 1, 1960 at 10:00 A.M.

Edmund H. Kuffman, County Clerk

William D. Kroeger, Deputy

UNITED STATES

DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

SHERMAN FENDER CANAL, FIRST SECTION - FARWELL UNIT
Missouri River Basin Project

Contract No. 14-96-0700-2324
Tract No. 26

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 11th day of July, 1960, in pursuance of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, between THE UNITED STATES OF AMERICA, hereinafter styled the United States, acting through such officer as is authorized therefor by the Secretary of the Interior, and Vere Lutz and Clara Lutz, husband and wife hereinafter styled Vendor,

2. WITNESSETH, that for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows:

3. The Vendor shall sell and by good and sufficient deed convey to the United States free of lien or encumbrance, except as otherwise provided herein, the following described real estate situated in the County of Valley, State of Nebraska, to wit:

A tract of land lying in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Thirty Three (33), Township Seventeen (17) North, Range Fifteen (15) West of the Sixth (6th) Principal Meridian, lying within the closed course more particularly described as follows:

Beginning at Point A, which point is the Southwest (SW) corner of said Section Thirty Three (33) and proceeding
thence N 00° 55' W 200.0 feet to point B;
thence N 89° 44' E 385.0 feet to point C;
thence S 00° 16' E 200.0 feet to point D;
thence S 89° 44' W 382.7 feet to the point of beginning,
containing 1.76 acres, more or less, together with all and singular the

THE CAREFULLY CHECKED THE
AND FIND THAT IT IS IN
CORRECT
REGISTER
WITH THE
TITLE

Lutz and Clara Lutz, husband and wife hereinafter styled Vendor,

2. WITNESSETH, that for and in consideration of the mutual agreements herein contained, the parties herein do covenant and agree as follows:

3. The Vendor shall sell and by good and sufficient deed convey to the United States free of lien or encumbrance, except as otherwise provided herein, the following described real estate situated in the County of Valley, State of Nebraska, to wit:

A tract of land lying in the Southwest quarter of the Southwest Quarter (SW1/4) of Section Thirty Three (33), Township Seventeen (17) North, Range Fifteen (15) West of the Sixth (6th) Principal Meridian, lying within the stated course more particularly described as follows:

Beginning at Point A, which point is the Southwest (SW) corner of said Section Thirty Three (33) and proceeding

- thence N 00° 55' W 200.0 feet to point B;
- thence N 89° 44' E 355.0 feet to point C;
- thence S 00° 16' E 200.0 feet to point B;
- thence S 89° 44' W 382.7 feet to the point of beginning,

containing 1.76 acres, more or less, together with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining, subject to any oil, gas or mineral rights reserved to or outstanding in third parties at the date of this contract, and subject to any existing rights-of-way in favor of the public or in third parties for roads, railroads, telephone lines, transmission lines, ditches, conduits or pipelines on, over or across said lands, including all rights-of-way heretofore granted the United States.

4. The United States shall purchase said property on the terms herein expressed, and on execution and delivery of the deed required by article 3, the signing of the usual vouchers, and their further approval by the proper officials of the United States, it shall cause to be paid to the Vendor as full purchase price the sum of Two Hundred Fifty and no/100 dollars (\$250.00) by United States Treasury warrant or fiscal officer's check.

W.L. C.L.

5. The Vendor shall procure and have recorded without cost to the United States all assurance of title and affidavits which the Vendor may be advised by the United States are necessary and proper to show in the Vendor complete fee simple unencumbered title to said property subject only to the interests, liens or encumbrances expressly provided herein. Abstracts or certificates of title or title insurance will be procured by the United States at its expense unless otherwise provided in this contract. The expense of recording this contract and the deed required by article 3 shall be borne by the United States.

6. Liens or encumbrances existing against said property may, at the option of the United States, be removed by reserving from the purchase price the necessary amount and discharging them with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrance as against this contract, nor as an assumption of any liens or encumbrances by the United States.

I HEREBY CERTIFY THAT I HAVE CAREFULLY CHECKED THE WITHIN LEGAL DESCRIPTION AND FIND THAT IT IS CORRECT. DATE 7-8-50 C. J. Melster CIVIL ENGINEER

UNDEVELOPED LANDS, TRANSMISSION LINES, DITCHES, CONDUITS OR PIPELINES ON, OVER OR ACROSS SAID LANDS, INCLUDING ALL RIGHTS-OF-WAY HERETOFORE GRANTED THE UNITED STATES.

I HEREBY CERTIFY
WITHIN LEGAL DEEDS
7-8-60
DATE

4. The United States shall purchase said property on the terms herein expressed, and on execution and delivery of the deed required by article 3, the signing of the usual vouchers, and their further approval by the proper officials of the United States, it shall cause to be paid to the Vendor as full purchase price the sum of two hundred fifty and no/100 dollars (\$250.00) by United States Treasury warrant or fiscal officer's check. W.L. O.J.

5. The Vendor shall procure and have recorded at their cost to the United States all encumbrances of title and affidavits which the Vendor may be advised by the United States are necessary and proper to show in the vendor complete fee simple unencumbered title to said property subject only to the interests, liens or encumbrances expressly provided herein. Abstracts or certificates of title or title insurance will be procured by the United States at its expense unless otherwise provided in this contract. The expense of recording this contract and the deed required by article 3 shall be borne by the United States.

6. Liens or encumbrances existing against said property may, at the option of the United States, be removed by reserving from the purchase price the necessary amount and discharging them with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrance as against this contract, nor as an assumption of any liens or encumbrances by the United States.

7. This contract shall become effective to bind the United States to purchase said property immediately on its execution by the contracting officer acting under the authority of the Secretary of the Interior and shall inure to the benefit of and be binding on the heirs, executors, administrators and assigns of the Vendor, and the assigns of the United States.

8. After execution of this contract by the United States, the proper officers and agents of the United States shall at all times have unrestricted access to said property to survey for and construct reclamation works, telephons and electrical transmission lines, and other structures and appliances incident to said reclamation works, free of any claim for damage or compensation on the part of the Vendor except as hereinafter provided. The Vendor may retain possession of said property until July 15, 1960, notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops growing thereon July 15, 1960, until December 31, 1960, subject to the rights of the United States as set forth above.

9. If the Secretary of the Interior determines that the title should be acquired by the United States by judicial procedure, either to procure a safe title or to obtain title more quickly or for any other reason, then the award to be made for the interest acquired in said lands in said proceedings shall be the same amount as the purchase price herein provided.

10. The Vendor warrants that the Vendor has not employed any person to solicit

Miscellaneous Record No. 24

VALLEY COUNTY, NEBRASKA

256

or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Each of the parties shall give the United States the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business with others than the United States.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share of this contract, or to any benefit that may arise therefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

- 12. Attached hereto.
- 13. Attached hereto.

14. The following changes were made in the printed form before execution:

- a. The words "except as hereinafter provided" were inserted in Article 8.
- b. The words "growing thereon July 15, 1960, until December 31, 1960, subject to the rights of the United States as set forth above" were added to Article 8.
- c. Typewritten Articles 12, 13, and 14 were added.

12. It is understood that of the monetary consideration recited herein, \$114.40 represents the consideration being paid for lands described herein and the balance of such monetary consideration represents severance damage to the remaining land in the ownership of the grantors herein. It is also understood that all construction work to be performed by the United States of America as set forth herein is in lieu of monetary consideration to be paid for severance damage to the remaining land in the ownership of the grantors herein.

13. Where the operations of this contract extend beyond the current fiscal year, it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired in case such appropriation as may be necessary to carry out this contract is not made, the vendor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

Witnesses:

THE UNITED STATE OF AMERICA

BE PAID FOR SEVERANCE BENEFITS TO THE EMPLOYEES OF THE STATE OF NEBRASKA

13. Where the operations of this contract extend beyond the current fiscal year, it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired in case such appropriation as may be necessary to carry out this contract is not made, the vendor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

THE UNITED STATE OF AMERICA

By J. J. Gillis
Acting Director

Vere Lutz
Vendor
Vere Lutz

Clara Lutz
Vendor

Clara Lutz

Vendor

ACKNOWLEDGMENT OF VENDOR

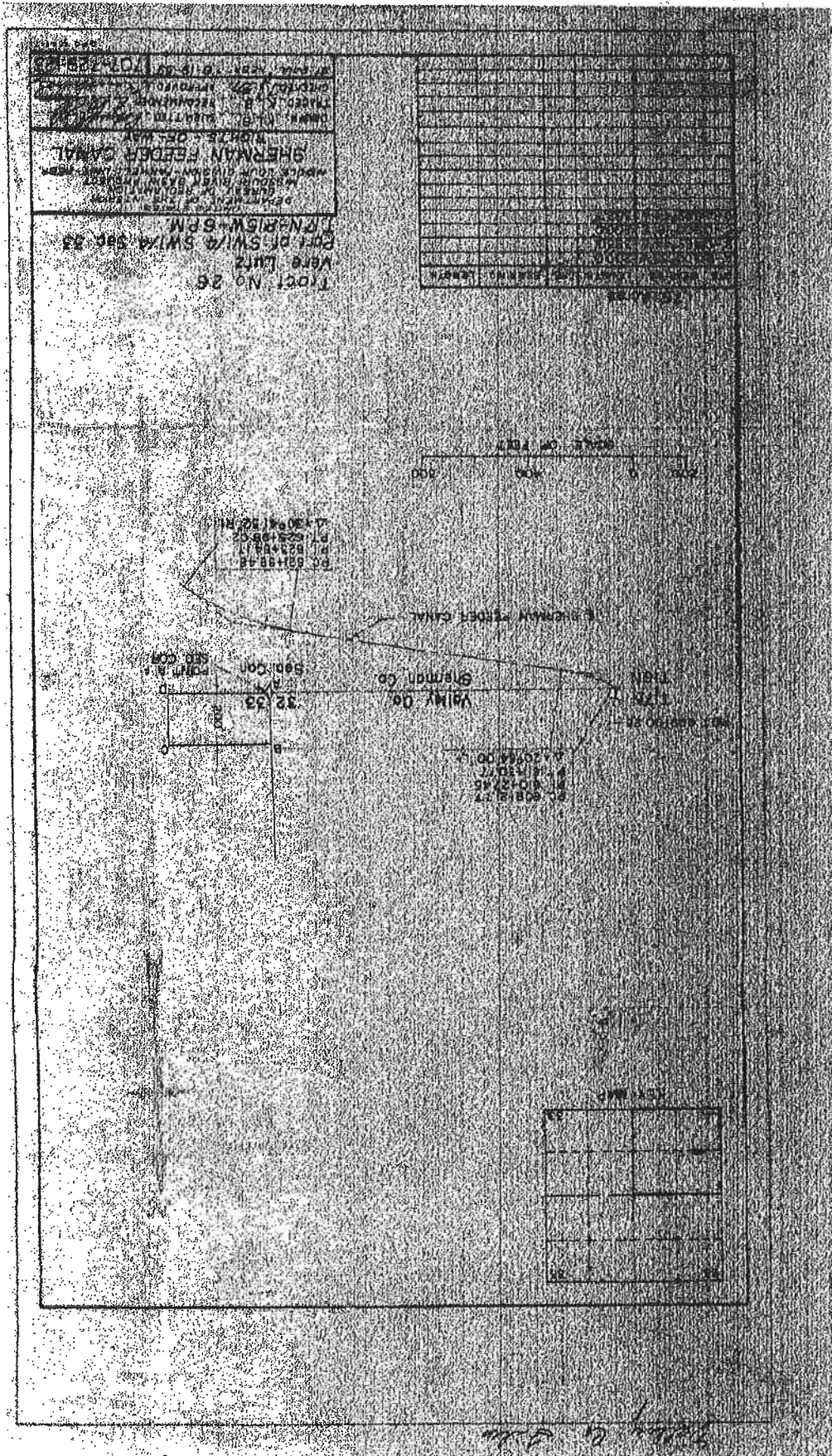
State of Nebraska }
County of Valley }
SS.

On this 11th day of July, 1980, personally appeared before me Vere Lutz and Clara Lutz, husband and wife to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Robert Gelbreath
Notary Public in and for the
State of Nebraska
Residing at St. Paul
My commission expires February 3, 1985

(NOTARIAL SEAL)



530

Deed Record No. 54

7631-BARDA PRINTING COMPANY

Vere Lutz et al
 to
 United States of America

Filed October 18th, 1960, 10:00 P.M.
 Edmund H. Huffman, County Clerk
 Wilma D. Kroeger, Deputy

GENERAL WARRANTY DEED

Land Purchase Contract No. 14-06-0700-2324

KNOW ALL MEN BY THESE PRESENTS,

That Vere Lutz and Clara Lutz, husband and wife, parties of the first part, in consideration of Two Hundred Fifty and No/100 Dollars (\$250.00) in hand paid, do hereby grant, bargain, sell, convey, and confirm unto the United States of America, its successors and assigns, party of the second part, the following described real estate, situated in the County of Valley, State of Nebraska, to wit:

A tract of land lying in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Thirty-Three (33), Township Seventeen (17) North, Range Fifteen (15) West of the Sixth (6th) Principal Meridian, containing 1.76 acres, more or less, and described by metes and bounds in a Land Purchase Contract from said parties of the first part to the United States of America, dated July 11, 1960, and recorded on August 1, 1960, in Book 24, on Page 255, Office of the County Clerk, Valley County, Nebraska,

The interest herein conveyed is acquired for the use and benefit of the Bureau of Reclamation, United States Department of the Interior.

TO HAVE AND TO HOLD, together with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining, and all the estate,

estate, situated in the County of Valley, State of Nebraska, to wit:

A tract of land lying in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Thirty-Three (33), Township Seventeen(17) North, Range Fifteen (15) West of the Sixth (6th) Principal Meridian, containing 1.76 acres, more or less, and described by metes and bounds in a Land Purchase Contract from said parties of the first part to the United States of America, dated July 11, 1960, and recorded on August 1, 1960, in Book 24, on Page 255, Office of the County Clerk, Valley County, Nebraska,

The interest herein conveyed is acquired for the use and benefit of the Bureau of Reclamation, United States Department of the Interior.

TO HAVE AND TO HOLD, together with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining, and all the estate, title, dower, right of homestead claim or demand whatsoever of the said wife, of, in, or to the same or any part thereof. And said parties of the first part, for themselves and for their heirs, executors, or administrators and assigns, do hereby covenant, promise, and agree with the said party of the second part, its successors and assigns, that at the delivery of these presents they are lawfully seized in their own right of said premises; that they are free from encumbrances, subject, however, to:

Any oil, gas or mineral rights reserved to or outstanding in third parties as of July 11, 1960, and subject to any existing rights-of-way in favor of the public or in third parties for roads, railroads, telephone lines, transmission lines, ditches, conduits, or pipelines on, over, or across said land, including all rights-of-way heretofore granted to the United States.

And that said parties of the first part do further covenant, promise, and agree that they have good right and lawful authority to sell the same, and that they and their heirs, executors, and administrators, shall warrant and defend the same unto the said party of the second part, its successors and assigns, forever against the

and for their heirs, executors, or administrators and assigns, do hereby covenant, promise, and agree with the said party of the second part, its successors and assigns, that at the delivery of these presents they are lawfully seized in their own right of said premises; that they are free from encumbrances, subject, however, to:

Any oil, gas or mineral rights reserved to or outstanding in third parties as of July 11, 1960, and subject to any existing rights-of-way in favor of the public or in third parties for roads, railroads, telephone lines, transmission lines, ditches, conduits, or pipelines on, over, or across said land, including all rights-of-way heretofore granted to the United States.

And that said parties of the first part do further covenant, promise, and agree that they have good right and lawful authority to sell the same, and that they and their heirs, executors, and administrators, shall warrant and defend the same unto the said party of the second part, its successors and assigns, forever against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands this 13th day of October, 1960.

Vere Lutz
 Vere Lutz
 Clara Lutz
 Clara Lutz

STATE OF NEBRASKA)
) ss
 COUNTY OF VALLEY)

On this 13th day of October, A. D., 1960, personally appeared before me, a notary public in and for said county and state, the within named Vere Lutz and Clara Lutz, husband and wife, personally known to me to be the same person(s) who executed the foregoing instrument and duly acknowledged that they signed the same as their free

and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written. ~~Notary Public in and for the State of Nebraska Residing at Grand Island, Nebraska.~~