

RW 505C-1M-11-67

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

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STATE OF NEBRASKA
 DEPARTMENT OF ROADS
 RIGHT OF WAY CONTRACT
 (TEMPORARY EASEMENT)

Project No. F-133 (27)
 Tract No. 2

THIS AGREEMENT, made this 25 day of March, 1969, between John W. Delchant Jr., Trustee, Dodge Trust No. 6

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 grants to the State, a temporary easement for construction purposes to certain real estate described from the centerline of the proposed highway as follows:

From Sta 132+17.12	to Sta 132+57.12	a strip 168	ft. wide	Left	side
From Sta 132+57.12	to Sta 132+90	a strip 131 - 125	ft. wide	Left	side
From Sta 132+90	to Sta 133+05	a strip 125 - 125	ft. wide	Left	side
From Sta	to Sta	a strip	ft. wide		side
From Sta	to Sta	a strip	ft. wide		side

said temporary easement for construction purposes will be utilized more specifically as follows:

To build street type entrance to serve both tracts 1 and 2

and as shown on approved plans for Project No. F-133 (27) Tract No. 2, consisting of 20 (acres) (square feet) more or less situated in Lot 1 in the Southeast Quarter (Lot Block) (of Section 21 Township 10 North, Range 7 East of the 6th P.M.) in Lancaster County, Nebraska.

It is agreed and understood that the State is hereby granted an immediate right of entry upon the premises described above.

The State agrees to pay for the use of the above described real estate as specified below. If the owner so desires he shall have the right to receive 80% of the payments due under this contract prior to the State's use thereof. Payment or payments are to be made by the State to the Owner for the easement area actually used, not including present public roads, according to the following rate per (acre) (square foot). The parties hereto shall be bound by an (acreage) (square footage) figure which shall not vary 10% from the (acreage) (square footage) set forth below as an approximate figure. This amount shall be renegotiated when a variation in (acreage) (square footage) exceeds those limitations.

Approximately 8, 126.2 sq. ft. at \$	per	Sta	to Sta	\$ 1.00
Approximately	at \$	per	Sta	to Sta
Approximately	at \$	per	Sta	to Sta
Moving and replacing approximately	rods of fence at \$	per rod	\$	
Moving and replacing approximately	rods of fence at \$	per rod	\$	

APPROXIMATE TOTAL \$ 1.00

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 the 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 and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The Owner agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

This contract shall be binding on both parties as soon as it is executed by both parties but, if said temporary easement should not be required this contract shall terminate upon the payment of \$10.00 by the State to the Owner.

The representative of the Department of Roads, of the State of Nebraska, in presenting this contract has given me a copy and 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.

DEPARTMENT OF ROADS
 STATE OF NEBRASKA

OWNER

By *Walter E. Hitt*

X *John W. Delchant Jr. Trustee*

Dated this _____ day of _____ 19____

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

to me known to be the identical person whose name _____

_____ is 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 _____

My commission expires the _____ day of _____ 19____

STATE OF _____ } ss. _____ County }

Dated this 25 day of March 19 69

On the above date, before me Ruby V. Sullivan a General Notary Public duly commissioned and qualified, personally came John W. Delehant, Trustee

to me known to be the identical person whose name _____

_____ is 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 Ruby V. Sullivan

My commission expires the 30 day of Sept. 19 72

STATE OF Nebraska } ss. Lancaster County }

MEMORANDA

PLEASE PRINT ALL NAMES

Exact and full name of OWNER, as same appears of record _____ Book _____ Page _____

If married, full name of spouse _____

If unmarried, show "single," "widower," "widow" _____

Tax Status _____ Insurance Co. _____ Amount \$ _____

If mortgage or other liens, show names of holders, amounts, dates and book page of record _____

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 _____ Book _____ Page _____

If any of the owners or heirs are minors, give their names and ages _____

Name of guardian _____

Rent Agreement-Owner-Tenant (name and address) _____

Land \$ _____

Improvements \$ _____

Personal Property \$ _____

Damages \$ _____

Total \$ _____

Agent _____

Posted _____

Payment \$ _____

Final Payment \$ _____

Contract No. _____

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