

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

42

STATE OF NEBRASKA  
DEPARTMENT OF ROADS  
RIGHT OF WAY CONTRACT

451

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

THIS AGREEMENT, made this 25 day of March, 19 69, between  
John M. Delehant Jr., Trustee Dodge Trust No. 6  
County,

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 deed, which will be prepared and furnished by the State, to certain real estate described from the centerline of the proposed highway as follows:

From Sta. 132+58.21 to Sta. 135+00, a strip 55 CL - 55 PI. ft. wide Left side  
 From Sta. 135+00 to Sta. 137+15.78, a strip 55 PI - 55 CL ft. wide Left side  
 From Sta. to Sta. , a strip . ft. wide side  
 From Sta. to Sta. , a strip . ft. wide side  
 From Sta. to Sta. , a strip . ft. wide side

and as shown on approved plans for Project No. F-133 (27), Tract No. 2, consisting of .20 (acres)  
more or less situated in the Lot 168 in the South Half  
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 purchase the above described real estate and to pay therefor upon the delivery of said executed deed. If the owner so desires he shall have the right to receive 80% of the final payments due under this contract prior to vacating the premises being acquired. Payment or payments are to be made by the State to the Owner for the property actually taken, not including present public roads, according to the following rate per acre. The parties hereto shall be bound by an acreage figure which shall not vary 10% from the approximate acreage set forth below as an approximate figure. This amount shall be renegotiated when a variation in acreage exceeds these limitations.

Approximately .017 acres at \$ 40,000.00 per acre, Sta. to Sta. \$ 6,800.00
Approximately . acres at \$ . per acre, Sta. to Sta. \$
Approximately . acres at \$ . per acre, Sta. to Sta. \$
Moving and replacing approximately . rods of fence at \$ . per rod \$
Moving and replacing approximately . rods of fence at \$ . per rod \$
Abstracting \$ 25.00
\$

APPROXIMATE TOTAL \$ 6,825.00

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.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the deed, such payments as are due under this contract shall be made to the owner jointly with the party or parties holding such encumbrance, unless said party, or parties holding such encumbrance shall have in writing waived his right to receive such payment.

Expenses for partial release of mortgages and revenue stamps will be paid by the State, if required.

This contract shall be binding on both parties as soon as it is executed by both parties 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.

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 Shalter E. Skitt

X [Signature]

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 1969

On the above date, before me Ruby V. Sullivan a General Notary Public duly commissioned and qualified, personally came John W. Delchant, 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. 1972

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 .....

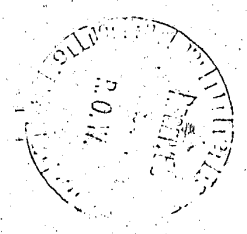
Payment ..... \$ .....

Final Payment ..... \$ .....

Contract No. ....

INDEXED 72-602 GENERAL MAIL 92 COMPAR PAGE

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