

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

41

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

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

THIS AGREEMENT, made this 25 day of March 1959, between John W. Delehant Jr., Trustee Dodge Trust No. 6 of \_\_\_\_\_ 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 Permanent Easement for Construction purposes, and warrant the title thereto, 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. 136+00 to Sta. 137+15.84, a strip 55 - 60 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

Said permanent easement for Construction purposes will be utilized more specifically as follows:

To build and maintain backslope

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 the Lot 188 in the South Half of (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 purchase the above described permanent easement and to pay therefore upon the delivery of said executed permanent easement. If the Owner so desires he shall have the right to receive 50% of the final 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 feet). The parties hereto shall be bound by an (acreage) (square footage) figure which shall not vary 10% from the approximate (acreage) (square footage) set forth below as an approximate figure. This amount shall be renegotiated when a variation in (acreage) (square footage) exceeds these limitations.

Approximately 289.4 sq. ft. at \$..... per.....	Sta. .... to Sta. ....	\$.....
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		\$.....
Easement and abstracting.....		\$.....
APPROXIMATE TOTAL		\$ 25.00

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.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the permanent easement, 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 encumbrances 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, if said permanent 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. Witt

X John W. Delehant Jr.

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 \_\_\_\_\_ }  
County \_\_\_\_\_ } ss.

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,

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 }  
Lancaster County } ss.

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 \$ \_\_\_\_\_ Posted \_\_\_\_\_

Improvements \$ \_\_\_\_\_ Payment \$ \_\_\_\_\_

Personal Property \$ \_\_\_\_\_ Final Payment \$ \_\_\_\_\_

Damages \$ \_\_\_\_\_ Contract No. \_\_\_\_\_

Total \$ \_\_\_\_\_

Agent \_\_\_\_\_

INDEXED  
GENERAL  
COMPANY  
PAGE  
72-602  
Mead, A.E.

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\$325