

38-62

CLASSIFICATION OF DRIVEWAYS
TYPE A TO E INCLUSIVE

Type A (Field Entrance)

Field entrance to provide for the movement of farming implements and crops so long as it is used consistent with normal farming operations of party of the first part.

Type B (Farmstead Entrance)

Farmstead entrance to provide ingress and egress to dwelling and out building site of party of the first part so long as it is used consistent with rural living and farming activities.

Type C (Private Residential)

Private residential entrance to provide ingress and egress to dwelling of party of the first part so long as it is used consistent with normal activities thereon.

Type D (Farm Cross-over)

Two field entrances subject to the provision of Section 38-1331, Revised Statutes, Supplement, 1965.

Type E (Commercial Entrance)

Commercial entrance to provide ingress and egress to property of party of the first part so long as it is used consistent with operating normal business activities as they exist.

MEMORANDA

PLEASE PRINT ALL NAMES

Exact and full name of owner, as same appears of record

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 spouses of those married.

John O. Cockerill, L.E. (Wife = Carrie)
Pearl Hileman (Mike) 3910 No. 36 Ave. Omaha, Nebr.
Marion Johnson (Phillip) Benson Station Rt. # 7, Omaha, Nebr.
Daisy Horn (Harry); Upton, Wyoming
Mary K. Harbison, widow; Guardian: Floyd C. Harbison, 2215 South First St. Norfolk, Nebraska

Name of executor or administrator

Dated this 11th day of Sept. 19 57

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

On the above date before me, M. Snyder, a General Notary Public, duly commissioned and qualified in and for the State of Nebraska

Name of guardian
Eldon Snyder, Gretna, Nebr.; Tenant

came before me, M. Snyder, a General Notary Public, duly commissioned and qualified in and for the State of Nebraska, to me known to be the identical person named in the foregoing instrument as guardian of the said Mary K. Harbison, and a true and correct copy of the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Right of Way 1400
New fencing
Fence removal & repl. 362.50
Damages 250
Total 2012.50

REMARKS
My Commission expires the 11th day of August 19 62

STATE OF Nebraska
County

RW-504-A-11-1-57
 1 - No. of Station
 2 - Party of the 1st Part
 3 - Division Engineer
 4 - Project Engineer

STATE OF NEBRASKA
 DEPARTMENT OF ROADS AND IRRIGATION

27-38-44

RIGHT OF WAY CONTRACT

THIS AGREEMENT made and entered into this 11th day of September 1957
 by and between John Coker III, L.E. and brothers & sisters
 of the County Washington State of Nebraska Address Gates

parties of the first part and the Department of
 Roads and Irrigation of the State of Nebraska, party of the second part
 WITNESSETH: In consideration of \$1.00 the receipt of which is hereby acknowledged, and the payment or payments as
 specified below, the party of the first part hereby agrees to furnish to the party of the second part, a warranty deed

to certain real estate situated in the County of Gardner State of Nebraska, as follows:
 Section 14 Township 13 Range 10 E
 Section Township Range
 Commencing At
 Sta. 20+88.9 to Sta. 34+13 a strip 60 to 135 ft. wide Rt. side from
 Sta. 34+13 to Sta. 44+82.1 a strip 135 to 60 ft. wide Rt. side center
 Sta. to Sta. a strip ft. wide side line of
 Sta. to Sta. a strip ft. wide side proposed
 side highway

(Excepting therefrom present Public Roads)

as shown on approved plans for Project No. S-214 (4)

Additional Right of Way (to which title is also to be taken unless otherwise stated) as follows:

It is agreed and understood, in accordance with Chapter 36, Article 13, Revised Statutes, Supplement, 1955, there will be no
 driveways either ingress or egress permitted from the above land subdivision to the highway right of way, except

Drive Sta. 28+41 Rt. Type A
 Drive Sta. 43+05 Rt. Type A
 and as set forth on the reverse side hereto, entitled Classification of Driveways, Type A to E Inclusive, and made a part of the
 contract.

It is also agreed and understood that the Department of Roads and Irrigation will construct that portion of these drive-
 ways, either ingress or egress 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 party of the sec-
 ond part may take immediate possession of the premises upon the signing of this contract for the purposes above set forth.

Party of the second part agrees to purchase the above described real estate and to pay therefor upon the delivery of
 warranty deed showing the premises to be free from encumbrance. Payment or payments are to be

made by the party of the second part to the party of the first part on the following items:
 Approximately 4 acres at \$ 350.00 per acre \$ 1400.00
 Approximately _____ rods of new fence \$ _____
 Moving and replacing approximately 145 rods of fence \$ 362.50
Change to grade lot \$ 250.00
part to public access driveway \$ 250.00

APPROXIMATE TOTAL \$ 2262.50

The above payments to cover all damages caused by the establishment and construction of the above project.
 Should the acreage taken for highway be more or less than shown above, same is to be paid for at the agreed price. Should
 the highway as finally located require none of the real estate described, this contract becomes null and void. The above de-
 scribed land is not a homestead.

Posted OCT 13 1957
John Coker III

Payment _____
 Final Payment MAR 19 1958 \$ 2073.50

Contract No. 1
 Party of the First Part
 DEPT. OF ROADS & IRRIG. OF THE STATE OF NEBRASKA
 Party of the Second Part

BY John Coker III
 Right of Way Director

POSTED SEP 21 1957

Internal Revenue Stamps to be supplied by the party of the Second Part.