

STATE OF NEBRASKA
DEPARTMENT OF ROADS

RIGHT OF WAY CONTRACT

THIS AGREEMENT, made and signed by this 17th day of October 1964
by and between Merle B. Wardell, H. & W. J. A.
of the County of Washington, State of Nebraska, Address: Keweenaw Neb.
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 warranty deed, which will be furnished and prepared by the State, to certain real estate situated in the County of Washington, State of Nebraska, as follows:

Lot 27 (NW 1/4 SD 5 & NE 1/4 SW 1/4) Section 5 Township 17 N Range 11 E So. Hwy.
SW 1/4 Section 5 Township 17 N Range 11 E Commencing at
Sta. 429+62.2 to Sta. 448+12.2 a strip 85 ft. wide Rty. side
Sta. to Sta. a strip ft. wide side } from
Sta. to Sta. a strip ft. wide side } center-
Sta. to Sta. a strip ft. wide side } line of
Sta. to Sta. a strip ft. wide side } proposed
highway

(Excepting therefrom present Public Roads)

as shown on approved plans for Project No. R-253(18) Tract No. 11

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 39, Article 13, R.R.S. 1943, there will be no driveways either ingress or egress permitted from the above land subdivision to the highway right of way, except

Dr. Sta. 431+00.0 & 443+88.0 Rty. Type A and as set forth on the reverse side hereof, entitled Classification of Driveways, Type A to F inclusive, and made a part of the contract.

It is also agreed and understood that the State will construct that portion of these driveways 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 the State may take immediate possession of the premises upon the signing of this contract for the purpose above set forth.

The State agrees to purchase the above described real estate and to pay therefor upon the delivery of said executed deed. Payment or payments are to be made by the State to the Owner for the property actually taken, according to the following rate per acre. Both parties shall be bound by an acreage figure not to exceed twice the amount or less than one half the approximate amount as set forth below as an approximate acreage. Any amount in acreage more or less than these approximate limits shall be renegotiated for to correct the acreage agreement part of this contract only.

Approximately 2.21 acres at \$120 per acre	Sta. 429+62	to Sta. 448+12 Rty. S.	111.51
Approximately _____ acres at \$ _____ per acre	Sta. _____	to Sta. _____	\$ _____
Approximately _____ acres at \$ _____ per acre	Sta. _____	to Sta. _____	\$ _____
Approximately _____ rods new fence at \$ _____ per rod			\$ _____
Moving and replacing approximately _____ rods fence at \$ _____ per rod			\$ _____
Moving and replacing approximately _____ rods fence at \$ _____ per rod			\$ _____
Acres control			1.20
Protecting allowance			25.20

APPROXIMATE TOTAL \$ 1731.71

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 an 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 annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project.

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

This contract shall be binding on both parties from its inception; 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.

DEPARTMENT OF ROADS
STATE OF NEBRASKA

OWNER
X Merle B. Wardell
X

By Grant L. Potts
RIGHT OF WAY ENGINEER OCT 14 1964

The representative of the Department of Roads, of the State of Nebraska in presenting this contract has 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.

Agent Grant L. Potts Signed Merle B. Wardell Owner

331

Dated this 7th day of October 1967

Dated this 7th day of October 1967

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

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

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.

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.

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

Notary

Notary

My commission expires the day of 1969

My commission expires the day of 1969

STATE OF Washington County

STATE OF Washington County

CLASSIFICATION OF DRIVEWAYS TYPE A TO F INCLUSIVE

- Type A (Field Entrance) 20 feet in Width
Type B (Farmstead Entrance) 20 Feet in Width
Type C (Private Residential) 20 feet in Width
Type D (Farm Cross-over) 20 feet in Width
Type E (Commercial Entrance) Not to Exceed 40 Feet in Width
Type F - No restrictions

MEMORANDA

PLEASE PRINT ALL NAMES
Exact and full name of owner, as same appears of record
Mortgage or other liens, show names of holders, amounts, dates and book and page of record

Name of executor or administrator
If any of the owners or heirs are minors, give their names and ages
Name of guardian

TENANT - Exact and full name, Rent Agreement
Right of Way
New fencing
Fence removal and repl
Damages
Total

REMARKS:

Recorded
General
Numerical
Photostat

Entered in Numerical Index and filed for record this day of December A. D. 1967 at 10:30 o'clock A. M. and recorded in book 21 at page 330

Lester H. Paulsen
County Clerk
Deputy

Negotiator

331