

30-257

RW-506A-SM-2-01
1- R.O.W. Section
2- R.O.W. Section
3- Owner
4- Division Engineer
5- Project Engineer

STATE OF NEBRASKA
DEPARTMENT OF ROADS
RIGHT OF WAY CONTRACT

THIS AGREEMENT, made and entered into this 31 day of July 1962
by and between George C. Sautter
of the County of Sarpy, State of Nebraska Address Route #1
Million, 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 Sarpy, State of Nebraska, as follows:

NW Section 23 Township 14 Range 12E (Exc. Cemetery)
SE Section 15 Township 14 Range 12E Commencing at—
Sta. 1044+17.75 to Sta. 1055+33.9 a strip 70 ft. wide Rt. side
Sta. 1057+54.9 to Sta. 1057+87.9 a strip 390 ft. wide Lt. side
Sta. 1057+87.9 to Sta. 1058+15 a strip 390 + 125 ft. wide Lt. side
Sta. 1058+15 to Sta. 1070+78.4 a strip 125 - 120 ft. wide Lt. side
Sta. _____ to Sta. _____ a strip _____ ft. wide _____ side

(Excepting therefrom present Public Roads)

as shown on approved plans for Project No. F-237 (6) Tract No. 110 & 113

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

Mrs. Thiel August 9, 62, 10
#30 Rec 257 350

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:

Type A Drive Sta. 1049+21 Rt. Type B Drive Sta. 1070+73.7 Lt.

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

Warranty 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 or to correct the acreage agreement part of this contract only.

Approximately <u>11325.6</u> acres at \$ <u>33.36</u> per acre	Sta. <u>1044+17.75</u> to Sta. <u>1055+33.9</u> \$ <u>373.74</u>
Approximately <u>1.05</u> acres at \$ <u>175.00</u> per acre	Sta. <u>1057+51</u> to Sta. <u>1058+20</u> \$ <u>140.00</u>
Approximately <u>12433.2</u> acres at \$ <u>44.7</u> per acre	Sta. <u>1057+51</u> to Sta. <u>1070+78.4</u> \$ <u>5157.50</u>
Approximately _____ rods new fence at \$ _____ per rod	\$ _____
_____ and replacing approximately <u>167</u> rods fence at \$ <u>1.50</u> per rod	\$ <u>250.50</u>
_____ rods fence at \$ _____ per rod	\$ _____
_____ rods fence at \$ _____ per rod	\$ _____

APPROXIMATE TOTAL \$ 5921.74

The State's payments shall cover all damages caused by the establishment and construction of the above project except for the amount of crop damage which will be paid for in an amount based on the yield from the balance of the field less expenses of planting and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which are planted at the time of the signing of this contract and which are actually damaged due to construction of this project.

There is no 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

George C. Sautter
George C. Sautter

RIGHT OF WAY ENGINEER AUG 7 1962

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 understandings have been made or set forth in this contract will be honored by the Department of Roads, of the State of Nebraska.

Signed George C. Sautter
Owner

30-258

Dated this 31 day of July, 1962

On the above date, before me, D. E. Trushka, a General Notary Public, duly commissioned and qualified, personally appeared George C. Sautter

to me known to be the identical person whose name is subscribed 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 D. E. Trushka

My commission expires the 25 day of Sept, 1964

STATE OF Nebraska)
Sarpy County) ss.

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 subscribed 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.

CLASSIFICATION OF DRIVEWAYS
TYPE A TO F INCLUSIVE

- Type A (Field Entrance) 20 feet in Width
Field entrance to provide for the movement of farming implements and crops so long as it is used consistent with normal farming operations of the owner.
- Type B (Farmstead Entrance) 20 Feet in Width
Farmstead entrance to provide ingress and egress to dwelling and out building site of the owner so long as it is used consistent with rural living and farming activities.
- Type C (Private Residential) 20 feet in Width
Private residential entrance to provide ingress and egress to dwelling of the owner so long as it is used consistent with normal activities thereto.
- Type D (Farm Cross-over) 20 feet in Width
Two field entrances subject to the provision of Section 39-1331, R.R.S. 1943.
- Type E (Commercial Entrance) Not to Exceed 40 Feet in Width
Commercial entrance to provide ingress and egress to property of the owner so long as it is used consistent with operating normal business activities as they exist.
- Type F—No restrictions

MEMORANDA

PLEASE PRINT ALL NAMES

Exact and full name of owner, as same appears of record: George C. Sautter, sole owner
220 dated Aug. 1, 1947 recorded in Bk 64/447

If married, full name of spouse: Anna M. Sautter

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

If mortgage or other liens, show names of holders, amounts, dates and book and page of record. None

If an estate, give the names of all the heirs, with the share of each. Show names of spouses of those married. None

Name of executor or administrator: None

If any of the owners or heirs are minors, give their names and ages: None

Name of guardian: None

TENANT—Exact and full name. Rent Agreement: None (owner occupied)

Right of Way..... \$.....	Posted.....
New fencing..... \$.....	Payment.....
Fence removal and repl..... \$.....	Final Payment.....
Damages..... \$.....	Contract No.....
Total..... \$.....	

REMARKS:

Handwritten notes:
John D. Sautter, Reg. Notary
Sarpy Co. Neb.
Sautter's Place