

East of US

COPIES TO:
 R.O.W. Division, Nebraska Department of Roads
 Owner
 Buyer

BOOK 594 PAGE 389

Project No. C-28 (36)
Tract No. 7

RIGHT OF WAY CONTRACT

THIS AGREEMENT, made and entered into this 7th day of March, 1978, by and between Tyler B. Gaines, Trustee & Raquel H. Newman, Trustee

Douglas, State of Nebraska, Address of the County of Douglas County, Nebraska, hereinafter called the BUYER.

WITNESSETH: In consideration of the payment or payments as specified below, the Owner hereby agrees to execute to the Buyer, a Warranty deed, which will be prepared and furnished by the Buyer, to certain real estate described from the centerline of the proposed highway as follows:

SEE ATTACHED EXHIBIT "A"

and as shown on approved plans for Project No. C-28 (36), Tract No. 7, consisting of _____ (acres) more or less situated in the _____ of Section 26, Township 16 N, Range 12 E, of the 6th P.M., in Douglas County, Nebraska.

It is agreed and understood that the Buyer is hereby granted an immediate right of entry upon the premises described above.

The Buyer 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 100% of the final payments due under this contract prior to vacating the premises being acquired. Payment or payments are to be made by the Buyer to the Owner for the property actually taken, 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 .0% from the acreage set forth below as an approximate figure. This amount shall be renegotiated when a variation of the acreage exceeds these limitations.

| | |
|--|-------------|
| Approximately 1.27 acres at \$ 4,000.00 per acre, Sta _____ to Sta _____ | \$ 5,080.00 |
| 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 | \$ _____ |
| Temporary Construction Easement | \$ 865.00 |
| | \$ _____ |
| APPROXIMATE TOTAL | \$ 5,945.00 |

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 documentary stamps will be paid by the Buyer, 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 Buyer to the Owner.

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of Douglas County, Nebraska, in presenting this contract has given me a copy and explained all 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 Douglas County, Nebraska.

OWNER
Raquel H. Newman, Trustee
Tyler B. Gaines, Trustee

Date: _____

1978
personally
hose name
and
ve written.
19

BOOK 594 PAGE 391

EXHIBIT "A"

Tract 7

Parcel A

Land Acquisition

A Tract of land in the Northeast Quarter of the Southeast Quarter of Section 26, Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska more particularly described as follows:

Commencing at the East Quarter Corner of said section; thence S 89°57'46" W along the North Line of the Southeast Quarter of said section, 33.00 feet to a point on the west right-of-way line of 72nd Street; thence S 0°08'10" E along the said west right-of-way line, 165.00 feet to the Point of Beginning; thence continuing S 0°08'10" E along the said west right-of-way line, 1155.23 feet; thence S 89°51'50" W, 43.11 feet; thence N 18°53'45" W, 92.96 feet; thence N 6°24'48" W, 100.60 feet; thence N 6°42'24" E, 100.72 feet; thence N 3°34'11" W, 100.18 feet; thence N 4°26'16" E, 100.32 feet; thence N 18°07'36" E, 105.30 feet; thence N 3°34'11" W, 100.18 feet; thence N 8°26'45" E, 174.22 feet; thence N 0°08'10" W along a line 50 feet west of and parallel to the East Line of the said section, (being the centerline of 72nd Street), 294.97 feet; thence N 89°57'47" E, 17.00 feet to the Point of Beginning.

Tract containing 55,192 square feet (1.27 acres) more or less.

The East Line of the Northeast Quarter of the Southeast Quarter of Section 26-16-12 (being the centerline of 72nd Street) was assumed to bear N 0°08'10" W.

Tract 7

Parcel B

Temporary Easement

A Temporary Easement in the Northeast Quarter of the Southeast Quarter of Section 26, Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska more particularly described as follows:

Commencing at the East Quarter Corner of said section; thence S 89°57'46" W along the North Line of the Southeast Quarter of said section, 50.00 feet; thence S 0°08'10" E along a line 50.00 feet west of and parallel to the East Line of the said Quarter, 165.00 feet to the Point of Beginning; thence continuing S 0°08'10" E along said parallel line, 294.97 feet; thence S 8°26'45" W, 174.22 feet; thence S 3°34'11" E, 100.18 feet; thence S 18°07'36" W, 105.30 feet; thence S 4°26'16" W, 100.32 feet; thence S 3°34'11" E, 100.18 feet; thence S 6°42'24" W, 100.72 feet; thence S 6°24'48" E, 100.60 feet; thence S 18°53'45" E, 92.96 feet to a point on the North Line of the Southeast Quarter of said section; thence S 89°51'50" W along the said North line, 23.89 feet; thence N 8°30'06" W, 240.57 feet; thence S 89°51'50" W, 110.00 feet; thence N 0°00'00" E, 50.00 feet; thence N 89°51'50" E, 95.00 feet; thence N 11°08'28" E, 203.94 feet; thence N 7°27'31" E, 302.65 feet; thence N 0°08'10" W, 300.00 feet; thence N 8°23'40" E, 68.02 feet; thence N 89°57'46" E, 9.91 feet to the Point of Beginning.

Easement containing 25,254 square feet (0.58 acres) more or less.

The East Line of the Northeast Quarter of the Southeast Quarter of Section 26-16-12 (being the centerline of 72nd Street) was assumed to bear N 0°08'10" W.

DOUGLAS COUNTY, NEBR.
REGISTER OF DEEDS
E. MARSH COSTER

1978 MAR 10 AM 10:41

RECEIVED

26-16-12
N 26-16-12
Compd
Index
Fee 9.25
of

Book 594
Page 389
of

17
minutes