

East of US

COPIES TO:

- R.O.W. Division, Nebraska Department of Roads
- Owner
- Buyer

BOOK 594 PAGE 490

Project No. C-28 (36)

Tract No. No. 8

RIGHT OF WAY CONTRACT

THIS AGREEMENT, made and entered into this 13th day of March, 1978, by and between Ivan L. Hale and Rose L. Hale, Husband and Wife

Douglas, State of Nebraska, Address 7702 North 72nd Street, Omaha NE of the County of Douglas County, Nebraska, hereinafter called the OWNER, and 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 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. 8, 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 Warranty 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, not 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 10% 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 <u>0.06</u> acres at \$ <u>5,000.00</u> per acre, Sta _____ to Sta _____	\$ <u>300.00</u>
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	\$ _____
<u>Temporary Construction Easement</u>	\$ <u>10.00</u>
<u>Proximity Damage</u>	\$ <u>3,300.00</u>
<u>Damage for Trees and Shrubs</u>	\$ <u>1,200.00</u>
<u>Fence Damage</u>	\$ <u>1,355.00</u>

Total - - \$ 6,165.00

(SEE REVERSE SIDE FOR NOTE)

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 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 Douglas County, Nebraska.

By Philip A. Burke
Date 3/13/78

OWNER
Ivan L. Hale
Rose L. Hale

Dated this _____
in the presence of _____
a General Public Notary
to me known and acknowledged
with _____
Notary _____
My c _____
STATE OF _____

PLEASE Print Name and Address
If married _____
If unmarried _____
If mortgaged _____
If an estate _____
Name of estate _____
If any of the above _____
Name of agent _____
TENANT
Right of _____
New Fence _____
Fence removed _____
Total _____
Negotiated _____

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
_____ 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 above written.

Notary _____
My commission expires the _____ day of _____ 19____
STATE OF _____ }
County _____ } ss.

Dated this 9th day of March 1978
On the above date, before me Arnold J. Stern
a General Notary Public duly commissioned and qualified, personally
came Joseph H. Hale & Ross H. Hale
to me known to be the identical persons _____ whose name
are 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 above written.
Notary Arnold J. Stern
My commission expires the 9th day of Sept 1980
STATE OF Nebr }
Douglas County } ss.

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 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 _____

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

Name of guardian _____

TENANT - Exact and full names. Rent Agreement _____

Right of Way _____ \$ _____ Posted _____

New Fencing _____ \$ _____ Payment _____ \$ _____

Fence removal and repl _____ \$ _____ Final Payment _____ \$ _____

Damages _____ \$ _____ Contract No. _____

Total _____ \$ _____

Negotiator _____

REMARKS

- NOTE: (a) LAND OWNER TO REMOVE EXISTING FENCE PRIOR TO CONSTRUCTION.
- (b) LAND OWNER TO FURNISH AND INSTALL NEW FENCE.

EXHIBIT "A"

Tract 8

Parcel A

Land Acquisition

A Tract of land being the north 165.00 feet of the west 17.00 feet of the east 50.00 feet of the Northeast Quarter of the Southeast Quarter of Section 26, Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska.

Tract containing 2,805 square feet (0.06 acres) more or less.

Tract 8

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 to the Point of Beginning; thence S 0° 8' 10" E along a line 50.00 feet west of and parallel to the East Line of the said section, 165.00 feet; thence S 89° 57' 46" W, 9.91 feet; thence N 8° 23' 40" E, 33.10 feet; thence N 0° 08' 10" W along a line 55.00 feet west of and parallel to the said East Line, 132.26 feet to a point on the said North Line; thence N 89° 57' 46" E along the said North Line, 5.00 feet to the Point of Beginning.

Easement contains 905 square feet (0.02 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.

21 March

RECEIVED
1378 MAR 14 PM 1:38
C. HAROLD OSILER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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Compd
26-16-12