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RIGHT-OF-WAY CONTRACT, SALT-WAHOO WATERSHED DISTRICT

THIS AGREEMENT, made and entered into this 21st day of August 1964 by and between Jennie D. Stewart; Roger T. Stewart and Katherine Stewart, husband and wife; Donald A. Stewart and Opal Stewart, husband and wife; Marjorie B. Zimmerman and E. G. Zimmerman, husband and wife; and Donald Leonard Kirchner, of the County of Lancaster, State of Nebraska, address 901 C Street,

hereinafter called the Owners, and Salt-Wahoo Watershed District, a political subdivision of the State of Nebraska, hereinafter called the District;

WITNESSETH:

(1) For the consideration specified below, the Owner hereby agrees to convey to the District and to execute in favor of the District a Quit Claim Deed, which instrument will be furnished by the District, covering certain real estate situated in the County of Lancaster, State of Nebraska, described as follows:

All that part of Lot 37 of irregular tracts in the SE 1/4 NE 1/4, 34-10-6, within a line running from a point 615 feet west of the center line of First Street on the north line of said Lot 37 thence in a southerly direction 990 feet more or less to the intersection of the center line of the old Salt Creek channel, 740 feet west of the centerline of First Street thence in a northerly direction along the old center line of Salt Creek to its intersection with the north line of Lot 37 thence east along the north line of Lot 37 to the point of beginning, containing 2.6 acres more or less.

as required by the plans of the U. S. Army Corps of Engineers for flood protection on Salt Creek.

(2) It is understood and agreed that possession of the above-described premises is of the essence of this contract, and that upon the signing of this contract the District may take immediate possession of the premises and the U.S. Army Corps of Engineers and its contractor may immediately proceed with the execution of the plans for flood protection.

(3) The District agrees to pay to the Owners as full compensation for the conveyance described in Paragraph (1) above and for all damages if any suffered by the Owner from the execution of the above-mentioned plans for flood protection, the sum of One ~~hundred~~ and twenty-five Dollars ^(The total price is \$125) (125.00), payment to be made upon proper execution and delivery to the District by the Owner of the instrument of conveyance described in Paragraph (1) above.

(4) Expenses for partial release of mortgages and internal revenue stamps will be paid by the District.

(5) This contract shall be binding upon the parties hereto from its inception and upon their heirs, devisees, successors and assigns; however, should it later develop that the above real estate is not required by the District then this contract shall terminate upon the payment of Ten Dollars (\$10) to the Owner by the District.

(6) Owners further agree to convey to the District a perpetual easement over a strip of land 40 feet wide running east from the old Salt Creek channel which meanders across the southwest edge of said Lot 37.

the parties have hereto affixed their signatures and seals as follows:

Jennie Stewart
Jennie Stewart

Roger T. Stewart
Roger T. Stewart

Katherine Stewart
Katherine Stewart

Donald A. Stewart
Donald A. Stewart

Opal Stewart
Opal Stewart

Marjorie B. Zimmerman
Marjorie B. Zimmerman

Ed Zimmerman
Ed Zimmerman

Donald Leonard Kirchner
Donald Leonard Kirchner

SALT WAGON WRITING DISTRICT
By Hal Hauwinkle
Authorized Representative

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss

On this 21st day of April, 1964, before me, a Notary Public duly commissioned and qualified, personally came Jennie D. Stewart; Roger T. Stewart and Katherine Stewart, husband and wife; Donald A. Stewart and Opal Stewart, husband and wife; ~~Marjorie B. Zimmerman; Ed Zimmerman; Donald Leonard Kirchner~~, to me known and identified persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

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

Hal Hauwinkle
Notary Public

My Commission expires October 10, 1969

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss

On this 21st day of October, 1964, before me, a Notary Public duly commissioned and qualified, personally came Alta Schaeffer to be the Manager of Salt Wagon Writing District and identical person whose name is affixed to the foregoing instrument, and acknowledged the same to be their voluntary act and deed and the voluntary act and deed of said Salt Wagon Writing District, a Political Subdivision of the State of Nebraska.

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

Hal Hauwinkle
Notary Public

My Commission expires: 10/10/69

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss

On this 6th day of Nov., 1964, before me, a Notary Public duly commissioned and qualified, personally came Marjorie B. Zimmerman and E. G. Zimmerman, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument as grantors and acknowledged the same to be their voluntary act and deed.

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

Donald E. Baker

Notary Public for Hennepin County

My commission expires: November 6, 1968

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My commission expires: November 6, 1968
Notary Public for Hennepin County

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

COUNTY OF HENNEPIN)
STATE OF MINNESOTA)

LAFAYETTE COUNTY NEBRASKA
UNITED STATES DEPARTMENT OF THE INTERIOR
FILED FOR RECORD IN
BOOK
1966 OCT 17 AM 11:12
Henrietta L. Ferguson
REGISTER OF DEEDS

NOTARY PUBLIC FOR HENNEPIN COUNTY

#475

Hall

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GENERAL
OF APPEALS
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