

COUNTY OF DOUGLAS, STATE OF NEBRASKA

RIGHT-OF-WAY CONTRACT

THIS AGREEMENT, made and entered into this 7th day of May, 1960, by and between

Edward Nelson and Florence Nelson, husband and wife,

of the County of Douglas, State of Nebraska, Address

3001 South 72nd Street, Omaha, Nebraska

hereinafter called the Owner, and the County of Douglas, State of Nebraska, hereinafter called the County.

WITNESSETH: In consideration of the payment of

Thirteen Thousand Three Hundred Sixty (\$13,360.00) ----- DOLLARS, the Owner hereby agrees to convey to the County free and clear of any encumbrances or liens, and to execute to the County of Douglas, State of Nebraska, a warranty deed, which will be furnished and prepared by the County, to certain real estate situated in the County of Douglas, State of Nebraska, as follows:

(Legal Description)

Part of the North half of Lot 8 and parts of Lots 9 and 10, Block 15, Lawn Field Addition in Douglas County, Nebraska, and more particularly described as follows:

Beginning at the midpoint on the West line of Lot 8; thence, East along the South line of the North half of Lot 8 a distance of 22.38 feet to a point; thence, in a Northeasterly direction with an angle of 84°03'21" left from the last described course a distance of 81.65 feet to a point; said point being 81.21 feet North and 30.84 feet East of the point of beginning; thence, in a Northeasterly direction along a curve to the right, said curve having a radius of 341.94 feet a distance of 251.78 feet to a point on the North line of Lot 10; thence, West along the North line of Lot 10 a distance of 142.22 feet to the Northwest corner of Lot 10; thence, South along the West line of Lots 8, 9 and 10 a distance of 300.00 feet to the point of beginning and containing 15,271 square feet.

as shown on approved plans for Project No. S-147. (72nd Street).

Access from the Owner's remaining land onto the highway will be permitted only at the following point:

There will be no ingress and egress from the above described lands onto the remaining property of the owner.

County agrees to provide access to the remaining property of the owner by grading 70th Street from Spring to Oak Streets.

It is understood and agreed that the water service line serving the owner's property from a main in 72nd Street will not be disturbed, but that the owner will move the shut-off box to a position on the remaining property.

Complete and unoccupied possession of the premises above described shall be given to the County not later than August 1, 1960.

~~It is hereby agreed that possession of the above described premises is the essence of this contract, and the County may take immediate possession of the premises upon the signing of this contract for the purposes above set forth. The County agrees to purchase the above described real estate and to pay therefor upon the delivery of said executed warranty deed.~~

The above payment shall cover all damages caused by the establishment and construction of the above project, including damages for loss of access and damages resulting in the diminution of the value of the Owner's remaining land because of the grading required on said project. Owner waives the statutory procedure for arriving at damages by reason of any change of grade.

It is understood that no promises, verbal agreements or understanding made by the representative of the County of Douglas, State of Nebraska, except as set forth in this contract, will be honored by the County of Douglas, State of Nebraska.

ACCEPTED:

OWNER,

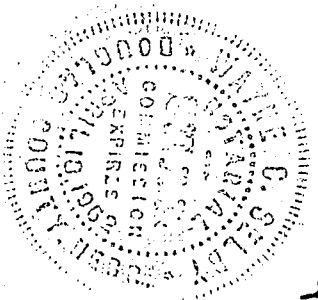
Walter L. Spellman
COUNTY OF DOUGLAS

Edward Nelson
Florence Nelson

STATE OF NEBRASKA)
)SS.
COUNTY OF DOUGLAS)

On this 7th day of May, 1960, before me, a Notary Public, personally came Edward Nelson and Florence Nelson, husband and wife,

who are personally known to me to be the identical persons whose names are affixed to the above instrument, and they acknowledge the same to be their voluntary act and deed.



Mayra C. Selby
NOTARY PUBLIC

27 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
30 DAY June 1960 AT 1:18 P. M. THOMAS J. O'CONNOR, REGISTER OF DEEDS

3.00