

156 + W Maple Rd 68164
APR 21 1980
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Authorization No. Resolution
Dated May 24, 1973

DEED NO. 81773

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 400 W. Madison St., Chicago, Illinois, for the consideration of NINE HUNDRED FIFTEEN AND NO/100 -----

----- DOLLARS

(\$ 915.00), conveys and quitclaims to DOUGLAS COUNTY, NEBRASKA

of

GRANTEE, all interest in the following described real estate situated in the -----

of -----, County of Douglas, and the State of Nebraska,

to wit:

PARCEL 1:

A parcel of land in the Southwest Quarter of Section 21 and the Northwest Quarter of Section 28, all in Township 16 North, Range 12 East of the Sixth Principal Meridian, Douglas County, Nebraska, being all of the Chicago and North Western Transportation Company right-of-way lying within 100 feet each side of the common section line of said quarter sections and more particularly described as follows: Commencing at the Southwest corner of said Southwest Quarter; thence Easterly 415.4 feet along the section line (centerline of State Street) to the point of beginning; thence Northwesterly 125.61 feet; thence Easterly 125.61 feet along a line 100 feet from and parallel to said section line; thence Southeasterly 251.22 feet along the Easterly right-of-way line of said Transportation Company; thence Westerly 125.61 feet along a line 100 feet from and parallel to said section line; thence Northwesterly 125.61 feet to the point of beginning; excepting existing State Street right-of-way.

Parcel contains 0.386 acre more or less.

PARCEL 2:

A parcel of land in the Northeast Quarter of Section 19 and in the Southeast Quarter of Section 18, all in Township 16 North, Range 12 East of the Sixth Principal Meridian, in Douglas County, Nebraska, comprising all of the abandoned Chicago and North Western Transportation Company right-of-way lying within 100 feet each side of the South line of said Section 18 and more particularly described as follows: Commencing at the South Quarter corner of said Section 18; thence East 295.60 feet to the point of beginning; thence N 45° 39' 38" E, 13.85 feet; thence Northwesterly 130.97 feet along a nontangent curve to the left (chord = 130.94 feet, bearing N 46° 23' 04" W, R = 1,834.86 feet); thence East 250.53 feet; thence Southeasterly 258.95 feet along a nontangent curve to the right (chord = 258.77 feet, bearing S 39° 23' 13" E, R = 2,009.86 feet); thence West 253.74 feet; thence Northwesterly 124.81 feet along a nontangent curve to the left (chord = 124.79 feet, bearing N 42° 21' 49" W, R = 1,809.86 feet); thence N 45° 39' 38" E, 11.15 feet to the point of beginning.

Parcel contains 1.15 acres. _____

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate, and use any and all existing conduits, sewers, water mains, gas lines, electric power lines,

communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

Excepting and Reserving, however, unto the Grantor, its successors and assigns forever, the ownership of all coal, oil, gas, casinghead gas, metals, rock, and all minerals of every kind and nature, in, on or under the surface of the real estate hereinabove described, together with the full right, privilege and license at any and all times to enter upon said real estate to explore or drill for, and to protect, conserve, mine, drill, take, remove and market any and all such products in any manner which will not interfere with the use by the Grantee of the surface of the real estate hereby conveyed.

This conveyance is made upon the express condition that the Grantor will not pay any taxes or special assessments which may be due or delinquent upon the real estate hereinabove described.

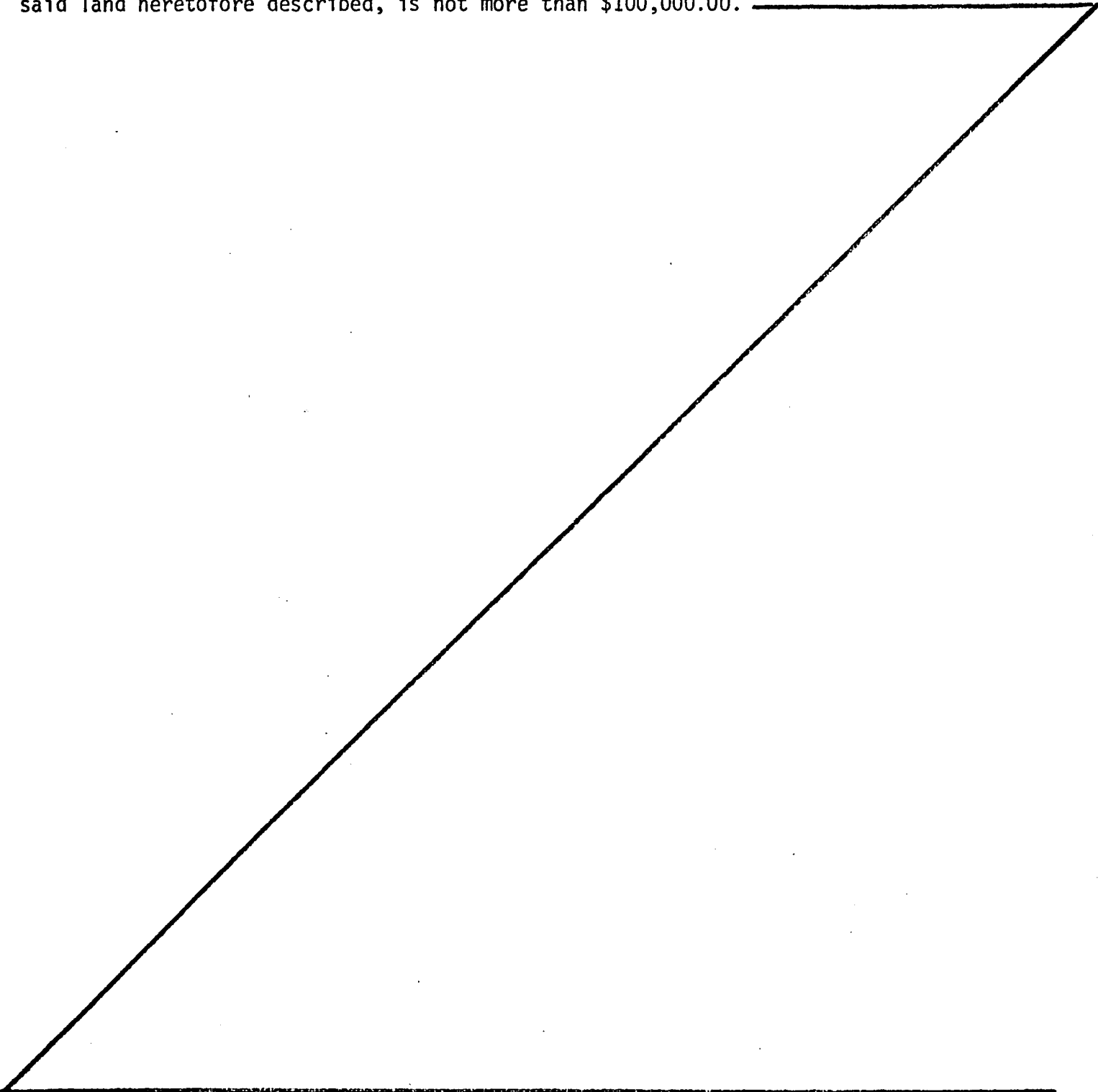
Subject, however, to the right of the Grantor, its successors and assigns, to have until September 30, 1980, to operate over and enter upon said real estate herein conveyed for the purpose of removing any and all tracks, ties, ballast, culverts and bridge material, facilities and appurtenances thereto.

THIS CONVEYANCE is made by said Chicago and North Western Transportation Company, successor Mortgagor, free from the Mortgage Lien, in accordance with the provisions of Section 2, Article VIII of the following instrument, to wit:

Indenture of Mortgage and Deed of Trust from Chicago and North Western Railway Company to The First National Bank of Chicago, Trustee, dated January 1, 1939, and effective June 1, 1944, as supplemented and amended, recorded in the office of the Register of Deeds in and for Douglas County, Nebraska, on June 5, 1944, in Book 899 of Mortgages, Page 115, as supplemented and amended.

AS FURTHER EVIDENCE of the Chicago and North Western Transportation Company's authorization to make this conveyance, it is hereby certified on behalf of

the Company that the land heretofore described, and constituting part of the roadway of said Company, is no longer useful to said Company, and has been retired from use; that the aggregate fair value of all lands sold or otherwise exchanged or disposed of in accordance with the provisions of Section 2, Article VIII of said instrument above referred to, in the calendar year of 1980, as of the date hereof, including said land heretofore described, is not more than \$100,000.00.



DATED this 14th day of March, 1980

Chicago and North Western Transportation Company

Signed, Sealed and Delivered in Presence of:

Janet S. Pillow

Janet S. Pillow

Laura Culbertson

Laura Culbertson

This instrument was prepared by Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606.

By *Robert W. Mickey*
Robert W. Mickey, Vice President

Attest *Diane Kohler-Rausch*
Diane Kohler-Rausch, Assistant Secretary

