

TRACKS 12 14

349 289

COUNTY OF DOUGLAS, STATE OF NEBRASKA
RIGHT-OF-WAY CONTRACT

THIS AGREEMENT, made and entered into this _____ day of September, 1959,
by and between Western Electric Company, Incorporated, a corporation organized
and existing under and by virtue of the laws of the State of New York, and duly
authorized to and transacting business in the State of Nebraska,

Address c/o W. C. Fraser (legal counsel)
637 Omaha National Bank Building, Omaha, Nebraska.

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

WITNESSETH: In consideration of the payment of Nine Thousand One Hundred
and Thirty (\$9,130.00) 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)

A tract of land in the South 34.8 acres of the S. W. 1/4 of Section 31, T. 15 N., R. 12 E.
of the 6th Principal Meridian in Douglas County, Nebraska, being more particularly
described as follows: Commencing at the southwest corner of Section 31; thence
east along the south line of said section 33 feet to the point of beginning; thence con-
tinuing east 67 feet; thence north 570.07 feet parallel to the west line of Section 31
to the south R. O. W. line of the U. P. Railroad; thence west along said line 67 feet;
thence south 570.07 feet to the point of beginning, containing 0.88 acres more or less.

A tract of land in Section 6, T. 14 N., R. 12 E. of the 6th Principal Meridian in
Douglas County, Nebraska, being more particularly described as follows:
Commencing at the northwest corner of Section 6; thence east 33 feet along the
north line of said Section to point of beginning; thence continuing east along said
north line for 67 feet; thence south 1587.7 feet parallel to the west line of said
Section 6; thence west 67 feet; thence north 1587.7 feet parallel to the west line of
Section 6 to the point of beginning, containing 2.44 acres more or less.

It is understood that the above described land is being acquired by the County
of Douglas for the purpose of improving the 132nd Street highway. Such improvement
being designated as a part of Project No. S-810 (County Road No. 52) and that if said
County of Douglas fails to complete such improvement, or if at any time the land to
be acquired under this contract ceases to be used for such highway purposes, said
County of Douglas will forthwith relinquish all its rights thereto, and title to the
herein-described property will automatically revert to Western Electric Company,
Incorporated, upon payment to the County of Douglas of an amount equal to the con-
sideration herein set forth, and said County of Douglas will execute any and all
documents necessary to re-vest title in Western Electric Company, Incorporated.

Reserving to Western Electric Company, Incorporated, a perpetual right of
full and complete access to two storm sewer manholes and one telephone system
manhole located on the property above described, for maintenance purposes; the
location of such manholes being identified as stations number 170 plus 79.73,
173 plus 13.73, and 173 plus 77.73 on the project plans.

Project No. S-810 (County Road No. 52).

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

A 46-foot unrestricted access at Station #158 plus 23, as shown on project plans, the center point of which is 537.97 feet south of the seller's north property line and directly opposite the underpass ingress and egress to be provided by said project.

A 40-foot unrestricted access at Station #173 plus 45.8, as shown on the project plans, the center point of which is 2060.77 feet south of the seller's north property line.

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 promise, 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:

Walter L. Spillman
COUNTY OF DOUGLAS

OWNER:

WESTERN ELECTRIC COMPANY,
INCORPORATED
By *[Signature]*
Vice President

(Attach Notarial Acknowledgement)

149-231

STATE OF NEBRASKA
COUNTY OF DOUGLAS

On this _____ day of _____, 1929, before me

a General Notary Public duly commissioned and qualified

personally came

to me known to be the identical person whose name _____ appeared in the foregoing instru-
ment as grantor, and acknowledged the same to be a voluntary act and deed.

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

NOTARY PUBLIC

STATE OF NEBRASKA
COUNTY OF DOUGLAS

On this _____ day of _____, 1929, before me

a General Notary Public duly commissioned and qualified

personally came

to me known to be the identical person whose name _____ appeared in the foregoing instru-
ment as grantor, and acknowledged the same to be a voluntary act and deed.

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

[Handwritten signature]
Notary Public for the State of Nebraska, County of Douglas