

TRACTS NOS. 6, 7 & 10

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

THIS AGREEMENT, made and entered into this _____ day of August, 1959,

by and between August F. R. Sohl and Laura L. Sohl (being one and the same person as Laura Sohl), husband and wife, and Millard R. Seldin, single,

of the County of Douglas, State of Nebraska, Address: c/o John W. Dalabant, legal counsel, 4802 Dodge Street, Omaha, Nebraska,

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

WITNESSETH: In consideration of the payment of

Eleven Thousand Six Hundred & no/100 (\$11,600.00) - - - - 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)

Tract #6

A tract of land in the south 19.14 acres of the south 1/2 of the N.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 northwest corner of said Section 31; thence south 2320.7 feet along the west line of said Section 31; thence east 33 feet to the point of beginning; thence continuing east 27 feet; thence south 319.6 feet along a line parallel to and 60 feet from the west line of said Section 31 to the south line of the N.W. 1/4 of Section 31; thence west 27 feet; thence north 319.6 feet to the point of beginning, containing 9.20 acres more or less.

Tract #7

A tract of land in the North 1/2 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 northwest corner of said Section 31; thence south 2640.3 feet along the west line of said Section 31; thence east 33 feet to the point of beginning; thence continuing east 27 feet; thence south 1320.2 feet along a line parallel to and 60 feet from the west line of Section 31; thence west 27 feet; thence north 1320.2 feet to the point of beginning, containing 0.82 acres more or less.

Tract #10

A tract of land in the north 28.75 acres of the South 1/2 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 northwest corner of Section 31; thence south 3960.5 feet on the west line of Section 31; thence east 33 feet to the point of beginning; thence continuing east 27 feet; thence south 477.03 feet on a line parallel to and 60 feet from the west line of Section 31; thence east 173 feet; thence south 60 feet to the north line of the Union Pacific right-of-way; thence west 200 feet along the north right-of-way line of Union Pacific R.R. Company; thence north 537.03 feet on a line parallel to and 33 feet from the west line of Section 31 to the point of beginning; containing 0.57 acres more or less.

as shown on approved plans for 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 60-foot unrestricted access at Station #129 plus 40' as shown on the project plans, the center point of which is 44.8' south of the sellers' north property line.

A 60-foot unrestricted access at Station #136 as shown on the project plans, the center point of which is 704.8' south of the sellers' north property line.

A 60-foot unrestricted access at Station #156 plus 42.03' as shown on the project plans, the center point of which is 30 feet north of the sellers' south property line.

It is agreed that as a part of the consideration stipulated above, \$97.50 is to be paid direct to August F. R. Sohl and Laura L. Sohl to cover their cost of moving fence.

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:

Walter E. Spellman
COUNTY OF DOUGLAS

OWNER,

August F. R. Sohl
August F. R. Sohl

Laura L. Sohl

Millard R. Sohl
Millard R. Sohl

STATE OF NEBRASKA
COUNTY OF DOUGLAS

On this 17 day of August, 1959, before me,

Wayne C. Selby

a ~~Notary~~ Notary Public duly commissioned and qualified

personally came August F. R. Sohl and Laura L. Sohl (being one and the same person as Laura Sohl), husband and wife, and Millard R. Seldin, single,

to me known to be the identical persons whose names are affixed to the foregoing instrument as grantor s., and acknowledged the same to be a voluntary act and deed.

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

Wayne C. Selby
NOTARY PUBLIC

STATE OF NEBRASKA
COUNTY OF DOUGLAS

RECORDED IN NEBRASKA BOOKS AND RECORDS IN THE OFFICE OF THE CLERK OF DISTRICT COURT, COUNTY OF DOUGLAS, NEBRASKA
1959 AUG 17 11:23 AM THOMAS J. O'CONNOR, CLERK OF DISTRICT COURT