

TRACT #1

COUNTY OF DOUGLAS, STATE OF NEBRASKA

RIGHT-OF-WAY CONTRACT

THIS AGREEMENT, made and entered into this 17 day of August, 1959,

by and between Anna E. Stander and Roy F. Stander, wife and husband, and
William R. Seldin, single,

of the County of Douglas, State of Nebraska, Address c/o John W. Delehant, 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

One Thousand & no/100 (\$1,000.00) ----- 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 38 land in the north 65.14 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 1552.7 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 768.0 feet on a line
parallel to and 60 feet from the west line of said Section 31; thence west
27 feet; thence north 768.0 feet to the point of beginning, containing 0.48
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 #122 plus 82.2' as shown on the project plans, the center point of which is 153 feet south of the seller's north property line.

It is agreed that as a part of the consideration stipulated above, \$62.50 is to be paid direct to Anna E. Stender and Roy F. Stender 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:

OWNER

William E. Seldin
COUNTY OF DOUGLAS

Anna E. Stender

Roy F. Stender
Roy F. Stender

William E. Seldin
William E. Seldin

349-304

STATE OF NEBRASKA
COUNTY OF DOUGLAS

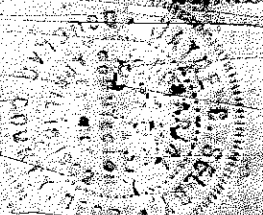
On this 17 day of August 1959 before me

Wayne G. Selby a Notary Public duly commissioned and qualified

personally came Anna E. Stender and Roy F. Stender, wife and husband, and
Willard E. Seldin, single,

to me known to be the identical persons whose names are affixed to the foregoing instru-
ment as grantors and acknowledged the same to be a voluntary act and deed.

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



Wayne G. Selby
NOTARY PUBLIC

STATE OF NEBRASKA
COUNTY OF DOUGLAS

4 ENTERED IN INSTRUMENT BOOK AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
23 BY *[Signature]* 7/21/59 THOMAS L. GORRICK, REGISTER OF DEEDS