

BK 1471 PG 427-429

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STER OF DEEDS OLAS COUNTY, NE

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RETURN: City of Colkham

P.O. Boy 384

Temp. 12.4.01

ELK X

COPIES TO:

- R.O.W. Div., Nebr. Dept. of Roads-
- Owner
- 3. Buyer

Nebraska Department of Roads Political Subdivision

Right of Way Contract

Project No.:	٠.			-	•		-	-	-	-	-	-	-	-	-	•	•	-	-	-	-	-	-	-	-	-	
Control No.:			-	-	•	• •	-	-	-	-	_	_	•	_	-	_	-	-	_	_	_	_	_	_	_	•	
Tract No.		Ę		_	-		_		-	•	-	•	-	•	•	-	-	•	-	•	-	•	-	•	•	•	

			Temporary E	asement	••		**********
THIS	CONTRACT, made and en	tered into this	da	y of			. 20
by and bet	ween IRWIN C. KRUSE			***************************************			
	•••••						
Address:	117 N STARK STR, BE	NNINGTON, NE 680	07				
rereinafter	r called the OWNER, and		CITY OF	ELKHORN	her	einafter called t	he BUYER.
WITNE	ESSETH: In consideration	of the navment or na	venente ac enocific	t bolow the OWNER he	roby grants to the DLIV		.
or constru	iction purposes, to certain	real estate described	from the centerline	of the proposed highway	as follows:	er a remporar	y Easement
04-	50.07						
rom Sta.		to Sta.	50+27		130ft	. wideL	T side
rom Sta.		to Sta.			ft	. wide	side
rom Sta.					ft	. wide	side
	***************************************				ft	. wide	side
	*******************	to Sta.		, a strip	ft	. wide	side
		to Sta.		, a strip	ft	. wide	side
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rom Sta.	*****					. wide	side
SW 1/4	••••••			······································	•		
f Section	12 , Township 1	5N , Range	10E, of the 6" P	M. in	DOUGLAS	County, Ne	braska.
It is aq	reed and understood that	the BUYER is hereby	granted an immedia	te right of entry upon the	nremises described ab	01/0	
The Bt eceive 100	UYER agrees to pay for the 0% of the payments due un	e use of the above de nder this contract prior	scribed real estate a r to the BUYER'S us	as specified below. If the se thereof.	e OWNER so desires, h	e/she shall hav	e the right to
pproxima	tely 0.07 acres at	\$ p	er acre. Sta.	50+07 to Sta.	50+27	\$	
	tely acres at			to Sta.			
	tely acres at		er acre Sta	to Sta		6	· • • • • • • • • • • • • • • • • • • •
loving and	d replacing approximately	· P	rods of f	ence at \$	ner rod	¢	·
	d replacing approximately		rode of f	ence at \$	nor rod		
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				· · · · · · · · · · · · · · · · · · ·	•••••	* <u></u>	•••••
					TOTAL	s	
						*	• • • • • • • • • • • • • • • • • • • •

It is understood that the easement area may be used for the temporary relocation of utilities during the construction of the project.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expanses of marketing and harvasting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

This contract shall be binding on both parties as soon as it is executed by both parties but, if said temporary easement should not be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same agreement.

This contract shall terminate upon completion and acceptance of the above project by the BUYER.

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the BUYER, in presenting this contract has given me a copy and explained all of its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

Ses (Junos)

Burgha

ROXANUE J. NIELSEN
AY COMMISSION EXPIRES
APPIN 10, 2004

MEMORANDA

MY COMMISSION EXPIRES
April 10, 2004

.88

County



PLEASE PRINT ALL NAMES

•••••		mes. Rent Agreement	TENANT - Exact and full na
	enistation	7-5 3 7 7-7-5 7 7-3-3-7 7 7 7 7 3 3 3 2 5 5 5 5 5 5 5 5 5 5 6 6 6 6 6 6 6 6 6	4
			Name of guardian
	·		
			••
		are minors, give their names and ages	If any of the owners or heirs
			Name of executor or adminis

pe	Show names of spouses of those marrie	of all the heirs, with the share of each.	if an estate, give the names
		W - 10-11-11-11-11-11-11-11-11-11-11-11-11-1	***************************************

	and book page of record	ow names of holders, amounts, dates	It mortgage or other liens, sh
***************************************			If unmarried, show same
••••		as	If married, full name of spou
73	17 H W 11318181	1	
•	Arwin C. Krus L	ER, as same appears of record	Exact and full name of OWN

KEWARKS

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	STATE OF		~~	STATE OF
3y 00 200 y	My commission expires the	Lours , 2004	s the /O day of	My commission expire
foregoing instrument as grantor adged the same to be a voluntary	affixed to the	loing instrument as grantor the same to be a voluntary by and year above written.	and acknowledged	act and deed. (WITNESS my hand an
мрозе изше	to me known to be the identical person	əmsn əsodw	ıtical person	to me known to be the iden
Notary Public duly commissioned	Dated this day of On the above date, before me a Seneral and qualified, personally eame	2007.	me a Corleral Notary	Dated this On the abeye date, before and granified, personally controls.