

TRACT NO. 1
711 HOLDINGS, LLC
NW ¼ OF SE ¼ & TLS 2 & 9 SEC. 11-T17N-R10E 247K PC 3

Temporary Easement

A tract of land located in the SE ¼ of Sec. 11-T17N-R10E of the 6th Principal Meridian, Washington County, Nebraska, more particularly described as follows:

The northern 150.00 ft. of the southern 900.00 ft. of the western 37.00 ft. of the eastern 70.00 ft. of the SE ¼ of Sec. 11-T17N-R10E containing 0.13 acres, more or less, being the land for which a temporary right-of-way easement is hereby acquired.

FILED

2017 MAR 17 AM 9:59

KAREN A. MADSEN
WASHINGTON COUNTY
REGISTER OF DEEDS
BLAIR, NE

WASHINGTON COUNTY, STATE OF NEBRASKA
INSTRUMENT NO. 2017-00836
Karen A. Madsen
REGISTER OF DEEDS

Recorded _____
General _____
Numerical _____
Photostat _____
Proofed _____
Scanned _____

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION
ACQUISITION CONTRACT**

Copies to:

- 1. Right of Way Division, Nebraska Department of Roads
- 2. Owner
- 3. Buyer

Project No.: C008902120
 Control No.:
 Tract No.: 1

THIS CONTRACT, made and entered into this _____ day of _____, 20____ by and between,
711 HOLDINGS, LLC.
 Address:

hereinafter called the OWNER, and **Washington County, Nebraska**, hereinafter called the BUYER.

TEMPORARY EASEMENT

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby grants to the BUYER a Temporary Easement to certain real estate described in exhibit 1. (The description may be stated in either "metes and bounds" or "station and offsets")

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

The BUYER agrees to purchase the above described Temporary Easement(s) and to pay, therefore, upon the delivery of said executed Temporary Easement(s). If the OWNER so desires, they shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

Approximately _____ acres at \$ _____ per acre	\$ _____
Approximately _____ acres at \$ _____ per acre	_____
Approximately _____ acres at \$ _____ per acre	_____
Moving and replacing approximately _____ rods of fence at \$ _____ per rod	_____
Moving and replacing approximately _____ rods of fence at \$ _____ per rod	_____
Other Damages:	_____

TOTAL	\$ _____

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

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 expenses of marketing and harvesting. 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.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived their right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate 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 contract.

REMARKS

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 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.

Washington County, Nebraska

BUYER *Carl A. Lorenzen*

OWNER *TII Holdings, LLC*

By Carl A. Lorenzen, Chairman
Board of Supervisors

by *William Hill*

Date March 14, 2017

Dated this 14 day of March, 2017

Dated this 22nd day of February, 2017

On the above date, before me a General Notary Public duly commissioned and qualified, personally came Carl A. Lorenzen

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

to me known to be the identical person _____ whose name _____ affixed to the foregoing instrument as grantor _____ and acknowledged the same to be a voluntary act and deed.

to me known to be the identical person _____ whose name _____ affixed to the foregoing instrument as grantor _____ and acknowledged the same to be a voluntary act and deed.

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

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

Notary *Carol J. Kuhr*

Notary *Debra R. Reppert*

STATE OF Nebraska

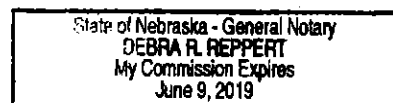
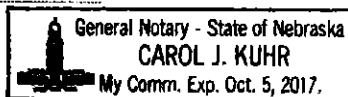
STATE OF Nebraska

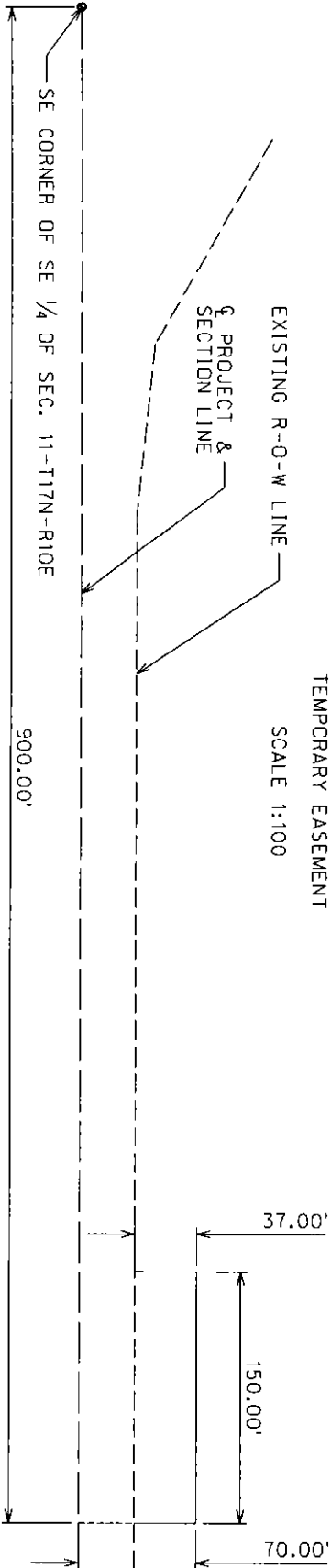
ss.

ss.

Washington County

Washington County





TRACT NO. 1
 711 HOLDINGS, LLC
 NW 1/4 SE 1/4 & T1S 2 & 9 SEC. 11-117N-R10E 247K PC 3
 TEMPORARY EASEMENT

SCALE 1:100

