

COPIES TO:

1. R.O.W. Div., Nebr. Dept. of Roads
2. Owner
3. Owner
4. District Engineer
5. Project Manager

FILED

345
STATE OF NEBRASKA
DEPARTMENT OF ROADS
RIGHT OF WAY CONTRACT
TEMPORARY EASEMENT

Project No. F-75-3(101)

Tract No. 47

1987 MAR 11 AM 9:01

CHARLOTTE L. PETERSEN

THIS AGREEMENT, made and entered into this 14th day of FEB, 1987, by and between Leland C & Shirley J. Lucke, H&W

Address: 7211 SHAM ROCK CT, LINCOLN NEB
hereinafter called the OWNER, and the State of Nebraska, Department of Roads, hereinafter called the STATE.

WITNESSETH: In consideration of the payment or payments as specified below, the Owner hereby grants to the State a Temporary Easement for Construction purposes, to certain real estate described from the centerline of the proposed highway as follows:

From Sta. 3001+62 to Sta. 3002+58, a strip 59 ft. wide Left side
 From Sta. _____ to Sta. _____, a strip _____ ft. wide _____ side
 From Sta. _____ to Sta. _____, a strip _____ ft. wide _____ side
 From Sta. _____ to Sta. _____, a strip _____ ft. wide _____ side
 From Sta. _____ to Sta. _____, a strip _____ ft. wide _____ side
 From Sta. _____ to Sta. _____, a strip _____ ft. wide _____ side
 From Sta. _____ to Sta. _____, a strip _____ ft. wide _____ side
 From Sta. _____ to Sta. _____, a strip _____ ft. wide _____ side
 From Sta. _____ to Sta. _____, a strip _____ ft. wide _____ side
 From Sta. _____ to Sta. _____, a strip _____ ft. wide _____ side
 From Sta. _____ to Sta. _____, a strip _____ ft. wide _____ side
 From Sta. _____ to Sta. _____, a strip _____ ft. wide _____ side
 From Sta. _____ to Sta. _____, a strip _____ ft. wide _____ side
 From Sta. _____ to Sta. _____, a strip _____ ft. wide _____ side

Said temporary easement for Construction purposes will be utilized more specifically as follows:
Shaping

as shown on approved plans and situated in the Lots 19-24, Block 39, Original town
 of Section 11, Township 18 North, Range 11 East, of the 6th P.M. in Washington County, Nebraska.

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

The State agrees to pay for the use of the above described real estate as specified below.

Approximately <u>863.99</u> at <u>Net Amount</u> per <u>S.F.</u> Sta. _____ to Sta. _____	\$ <u>660.00</u>
Approximately _____ at \$ _____ per _____ Sta. _____ to Sta. _____	\$ _____
Approximately _____ at \$ _____ per _____ Sta. _____ to Sta. _____	\$ _____
Moving and replacing approximately _____ rods of fence at \$ _____ per rod	\$ _____
Moving and replacing approximately _____ rods of fence at \$ _____ per rod	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
APPROXIMATE TOTAL	\$ <u>660.00</u>

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 the 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 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 terminate upon completion and acceptance of the above project by the State.

The representative of the Department of Roads, of the State of Nebraska, 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 Department of Roads, of the State of Nebraska.

DEPARTMENT OF ROADS
STATE OF NEBRASKA

By _____

Right-of-Way Manager

Date _____

FEB 27 1987

OWNER

Leland C. Lucke
Shirley J. Lucke

Temporary Easement

345

346

Dated this day of 19

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 and

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.

Notary

My commission expires the day of 19

STATE OF ss.

..... County

Dated this 13th day of FEB, 1987.

On the above date, before me a General Notary Public duly commissioned and qualified, personally came Leland C. Lucke and Shirley J. Lucke (H.W.).

to me known to be the identical person whose name and

affixed to the foregoing instrument as grantor and

acknowledged the same to be a voluntary act and deed.

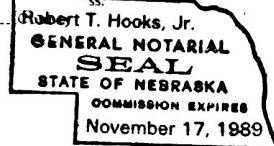
WITNESS my hand and Notarial Seal the day and year above written.

Notary Robert T. Hooks Jr.

My commission expires the 17th day of Nov, 1989.

STATE OF NEBRASKA

LANCASTER.



MEMORANDA

PLEASE PRINT ALL NAMES

Exact and full name of OWNER, as same appears of record LELAND C. LUCKE

If married, full name of spouse SHIRLEY

If unmarried, show "single," "widower," "widow"

If mortgage or other liens, show names of holders, amounts, dates and book page of record

If an estate, give the names of all the heirs, with the share of each. Show names of spouses of those married

Name of executor or administrator

If any of the owners or heirs are minors, give their names and ages

Name of guardian

TENANT -- Exact and full names. Rent Agreement DICK CHARLESTON, MIKE COMSTOCK

10 YR LEASE 1979 - 1989

REMARKS

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 626

ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD

THIS 11th DAY OF March A.D. 1987

AT 9:01 O'CLOCK A.M. AND RECORDED IN BOOK

163 AT PAGE 345-346

COUNTY CLERK Charles E. Peterson

DEPUTY Shirley Warren

1989