

COPIES TO:

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

STATE OF NEBRASKA  
**Political Sub-Division**  
**RIGHT OF WAY CONTRACT**  
**TEMPORARY EASEMENT**

Project No. BRO 7030 (22)

Tract No. 2

THIS AGREEMENT, made and entered into this 12 day of ~~October~~ March, 19 ~~87~~ 88 by and between Richard Maresh & Ruth Maresh

Address: Fillmore County, Nebraska  
 hereinafter called the OWNER, and \_\_\_\_\_, hereinafter called the BUYER.

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

From Sta. <u>2 + 00</u>	to Sta. <u>7 + 00</u>	a strip <u>300</u>	ft. wide	ft.	side
From Sta. _____	to Sta. _____	a strip _____	ft. wide	ft.	side
From Sta. _____	to Sta. _____	a strip _____	ft. wide	ft.	side
From Sta. _____	to Sta. _____	a strip _____	ft. wide	ft.	side
From Sta. _____	to Sta. _____	a strip _____	ft. wide	ft.	side
From Sta. _____	to Sta. _____	a strip _____	ft. wide	ft.	side
From Sta. _____	to Sta. _____	a strip _____	ft. wide	ft.	side
From Sta. _____	to Sta. _____	a strip _____	ft. wide	ft.	side
From Sta. _____	to Sta. _____	a strip _____	ft. wide	ft.	side
From Sta. _____	to Sta. _____	a strip _____	ft. wide	ft.	side

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

Ditch and Backslope Construction, Bridge Construction Access, Channel Realignment.

and as shown on approved plans and situated in the W 1/2 of SW 1/4  
 of Section 3, Township 6N, Range 1W, of the 6th P.M. in Fillmore County, Nebraska.

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

The Buyer agrees to pay for the use of the above described real estate as specified below. If the owner so desires he/she shall have the right to receive 100% of the payments due under this contract prior to the State's use thereof.

Approximately <u>2.98 Acres</u>	per <u>Acres</u>	Sta. <u>2 + 00</u> to Sta. <u>7 + 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	\$ _____
Easement			\$ <u>350.00</u>
APPROXIMATE TOTAL			\$ <u>350.00</u>

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 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 IS A LEGAL AND BINDING CONTRACT - READ IT.**

The representative of the Buyer, 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.

By Bob Hoffender

OWNER  
Richard Maresh  
Ruth Maresh

Date 3-12-88

## Temporary Easement - Political Sub-Division

Dated this 12th day of March, 19 88.

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

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

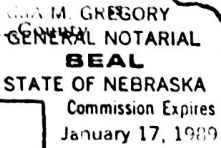
WITNESS my hand and Notarial Seal the day and year above written.

Notary Norma M. Gregory

My commission expires the day of 19

STATE OF Nebraska

Fillmore



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 is 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 County ss.

MEMORANDA

PLEASE PRINT ALL NAMES

Exact and full name of OWNER, as same appears of record

If married, full name of spouse

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

REMARKS

Handwritten notes in the remarks section.

STATE OF NEBRASKA, County of Fillmore: Filed for record on March 15, 19 88 at 9 o'clock A M and record in Book 38 of Misc on Page 409 Carol Vejraska County Clerk Norma M. Gregory

No Chg: Fillmore County Geneva, Ne