

COPIES TO:

- R.O.W. Division, Nebraska Department of Roads
- Owner
- Buyer

Project No. BRO 7030 (22)

LEASEHOLD CONTRACT

Tract No. 2

THIS AGREEMENT, made and entered into March 22

19 88 by and between Joe Capek
 (Lessee)
 of 712 2nd Milligan Fillmore Nebraska
 (Address) (City) (County) (State)
 hereafter called LESSEE, and County of Fillmore hereafter called BUYER.

AGREEMENT: In consideration of the payment or payments as specified below, LESSEE relinquishes to BUYER, all leasehold interest to certain lands and any improvements thereon, and/or excavation areas which are necessary for highway purposes. Said lands are situated in Fillmore County, Nebraska as follows:

W 1/2 S W 1/4 Section 3 Township 6N Range 1W

and are owned by Richard Maresh and Ruth Maresh
 (Owner)

The property to which the LESSEE hereby PERMANENTLY relinquishes interest is described as follows and is as shown on the attached plat:

Sta. to Sta. a strip ft. wide from CL side
 Sta. to Sta. a strip ft. wide from CL side
 Sta. to Sta. a strip ft. wide from CL side
 Sta. to Sta. a strip ft. wide from CL side
 Sta. to Sta. a strip ft. wide from CL side
 Sta. to Sta. a strip ft. wide from CL side
 Sta. to Sta. a strip ft. wide from CL side
 Sta. to Sta. a strip ft. wide from CL side
 Sta. to Sta. a strip ft. wide from CL side
 Sta. to Sta. a strip ft. wide from CL side
 Sta. to Sta. a strip ft. wide from CL side

The property to which the LESSEE hereby TEMPORARILY relinquishes interest is described as follows and is shown on the attached plat:

Sta. to Sta. a strip ft. wide from CL side
 Sta. to Sta. a strip ft. wide from CL side
 Sta. to Sta. a strip ft. wide from CL side
 Sta. to Sta. a strip ft. wide from CL side
 Sta. to Sta. a strip ft. wide from CL side
 Sta. to Sta. a strip ft. wide from CL side
 Sta. to Sta. a strip ft. wide from CL side

It is hereby agreed that possession of the above described premises is the essence of this contract and the Buyer may take immediate possession of the premises upon the signing of this agreement.

It is further agreed that relinquishment of lessee interest to areas conveyed temporarily shall be during the period of construction and shall cease upon acceptance of the project by

Moving and replacing approximately	rods of fence at \$	per rod	\$
Moving and replacing approximately	rods of fence at \$	per rod	\$
Relinquishment of leasehold interests to approx.	0.098	acres Nom. Amount	\$ 10.00
TOTAL			\$ 10.00

The above payment shall cover all damages caused by the establishment and construction of the above project except for LESSEE'S share of 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 agreement and which are actually damaged due to construction of this project. This agreement shall be binding on both parties from its inception; but, should none of the above real estate be required, this agreement shall terminate.

LESSEE

Bob Hoffler

Joe Capek

3-22-88 Date

419

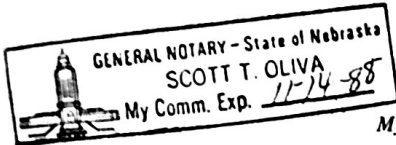
4/19/88 3410

STATE OF Nebraska)
Fillmore) ss.
County)

On this 22nd day of March, A.D. 1988, before
me, the undersigned ~~Bob Hofferber~~ Scott T. Oliva
a General Notary Public, duly commissioned and qualified, personally came

Bob Hofferber

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



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

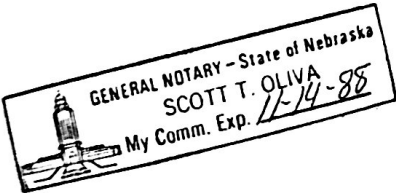
Scott T. Oliva Notary Public.
My Commission expires the 14th day of November, 1991

STATE OF _____)
_____) ss.
County)

On this 22nd day of March, A.D. 1988, before
me, the undersigned Scott T. Oliva
a General Notary Public, duly commissioned and qualified, personally came

Joseph G. Capek

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



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

Scott T. Oliva Notary Public.
My Commission expires the 14th day of November, 1988

you
no fee

no fee
Fillmore Co Road Supt
Geneva, Ne

STATE OF NEBRASKA, County of Fillmore:
Filed for record on March 23, 1988
at 4:00 o'clock P. M and record in
Book 38 of Misc on Page 419
Carol Vejraska County Clerk
Horma Gregory Deputy