

LANCASTER COUNTY
ENGINEERING DEPARTMENT
Leasehold Contract

THIS AGREEMENT, made and entered by and between

Alan Baade
5500 Saltillo Rd.
Roca, NE. 68430

hereafter called Lessee, and Lancaster County, a governmental subdivision, hereafter called the County.

Agreement: In consideration of the payment or payments as specified below, Lessee relinquishes to the County, all leasehold interest to certain lands and any improvements thereon, and/or excavation areas, which are necessary for highway purpose. Said lands are situated and legally described as follows:

Lot 2, Marquardt Addition, in the SW ¼ of Section 26, Township 9 North, Range 7 East of the 6th Principal Meridian, Lancaster County, Nebraska, and is owned by Lincoln Federal Bancorp, Inc.

The property to which the Lessee hereby permanent relinquishes interest is described by stationing and distances from the section line as follows:

From Sta. 1159+43.01	to Sta. 1160+45.00	a strip 59.98 – 70.43 ft.	Left side
From Sta. 1160+45.00	to Sta. 1160+45.00	a strip 70.43 – 75 ft. wide	Left side
From Sta. 1160+45.00	to Sta. 1160+75.00	a strip 75 ft. wide	Left side
From Sta. 1160+75.00	to Sta. 1160+75.00	a strip 75 – 69.62 ft. wide	Left side
From Sta. 1160+75.00	to Sta. 1161+41.63	a strip 69.62 – 59.98 ft.	Left side

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

Relinquishment of leasehold interests to approximately 0.03 acre = \$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, 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.

Executed by the Lessee(s) this 29th day of April, 2017

X Alan Baade
Alan Baade

X _____
(Signatures must be notarized, notary on reverse side.)

Executed by Lancaster County this ____ day of _____, 20 ____

LANCASTER COUNTY
ENGINEERING DEPARTMENT

Approved by County Engineer

Pamela L. Dingman
Pamela L. Dingman

LANCASTER COUNTY
BOARD OF COMMISSIONERS

APPROVED AS TO FORM

this ____ day of _____, 20 ____

Deputy County Attorney

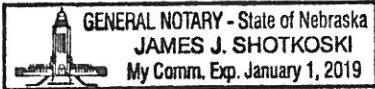
State of Nebraska County of Lancaster

Before me, a notary public qualified for said county, personally came _____

Alan Brade

known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his her or their voluntary act and deed.

Witness my hand and notarial seal on this 20th day of April, 20 17



James J. Shotkoski
Notary Public
January 1, 2019
My Commission Expires

State of _____ County of _____

Before me, a notary public qualified for said county, personally came _____

known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on this ____ day of _____, 20 ____

Notary Public

My Commission Expires

756637

Statement

DATE 4-20-17

TO LES

TERMS

IN ACCOUNT WITH 2016 Bean' loss on Potholey Rd

58 46	Field Average		
.847	Area lost		
10 42	Price		
$58 \cancel{46} \times .847 \times 10 \cancel{42}$		$= \$ 515 \cancel{95}$	
Alan Brade 5500 Saltillo Rd Roca, NE 68430			

CURRENT

OVER 30 DAYS

OVER 60 DAYS

TOTAL AMOUNT

PURCHASE CONTRACT



P O BOX 22417
LINCOLN, NE 68542-2417

SELLER: 00001580
402-421-3094

Contract Date: 6/8/2016

Contract Number: LA02772 01

ALAN L. BAADE

CUSTOMER COPY

5500 SALTILLO RD
ROCA NE 68430

Customer Contract #:

We confirm purchase from you today pursuant to the terms of this contract (the "Contract"):

Quantity in Bushels	Grain	Price	Basis
5,000.00 BU	US #1 YELLOW SOYBEANS	10.42000 /BU	-.75000 CBOT Nov-2016
Transportation		Delivery Period	
TRUCK	F.O.B.	From 10/01/2016 By 11/30/2016	
	LINCOLN, NE		
Weights	Grades	Discount Scale	
DESTINATION	DESTINATION	AGP GRAIN DISCOUNTS	

Special Terms:

EXCEPTION TO NGFA RULES. OVERFILL/UNDERFILL WILL BE SETTLED AT THE LAST OPEN CONTRACT PRICE WITH A TOLERANCE OF 4% OF CONTRACT BUSHELS AND WITH A MAXIMUM OF 100 BUSHELS. OVERFILL/UNDERFILLS OUTSIDE OF TOLERANCE WILL BE SETTLED AT MARKET THE DAY OF LAST UNLOAD. SELLER WARRANTS THAT THE COMMODITIES TO BE DELIVERED HEREUNDER WILL BE DELIVERED FREE AND CLEAR OF ANY AND ALL LIENS, INCLUDING BUT NOT LIMITED TO ANY LIEN IN FAVOR OF THE UNITED STATES FOR A FARM MARKETING EXCESS PENALTY.

IF THIS CONTRACT IS NOT IN ACCORDANCE WITH YOUR UNDERSTANDING, YOU MUST PROVIDE BUYER WITH WRITTEN NOTICE OF YOUR OBJECTION TO ITS CONTENTS WITHIN TEN (10) DAYS AFTER YOUR RECEIPT OF THIS CONTRACT. FAILURE TO DO SO CONSTITUTES ACCEPTANCE AND THIS CONTRACT WILL BE ENFORCEABLE ACCORDING TO THE TERMS SET FORTH HEREIN.

IMPORTANT NOTICE REGARDING CONFLICTING, ADDITIONAL OR DIFFERENT TERMS The price for the products quoted herein is based based upon Seller's acceptance of Buyer's standard terms and conditions set forth on the reverse side of this Contract. In the event the Seller has previously delivered to Buyer a sales contract, confirmation or other document that contains terms that conflict with the terms and conditions of this Contract or that include different or additional terms, this Contract shall not be considered an acceptance of Seller's terms, but instead shall be considered a counteroffer. Acceptance by Seller of the amount specified herein shall constitute Seller's acceptance of Buyer's terms and conditions set forth in this Contract and Seller's waiver of any conflicting, additional or different terms and conditions set forth in Seller's sales contract or any other document relating to this transaction. If Seller subsequently delivers a sales contract, confirmation or other document that contains terms that conflict with the terms and conditions of this Contract or that include different or additional terms, Seller's terms and conditions shall not be incorporated into this Contract unless Buyer has expressly accepted the additional or different terms and conditions in writing.

AGP BUYER DEPT. 6801ERS

Seller: Sign and return CONFIRMATION copy