

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

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

Tract No.158.....

THIS AGREEMENT, made and entered into this 24th day of June, 1985, by and between Evelyn L. Bahac, et al.
9501 So 25th St., Omaha, Ne 68147
Address: 9501 So 25th St., Omaha, Ne 68147
hereinafter called the OWNER, and the State of Nebraska, Department of Roads, hereinafter called the STATE,

[illegible]

as shown on approved plans and situated in W. Tax Lot 12.....
of Section 22..... Township 14 North Range 13 East, of the 6th P.M. in Sarpy..... County, Nebraska.

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

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 understandings 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 _____

Dat

OWNER

Temporary Easement

18446

Dated this 24th day of June 1986
On the above date, before me a General Notary Public duly commissioned and qualified, personally came John M. Bohac
John M. Bohac
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.

Notary D. W. Lavaty

My commission expires the day of June, 1986

STATE OF Nebraska

SARPY



Dated this 24th day of June 1986
On the above date, before me a General Notary Public duly commissioned and qualified, personally came John M. Bohac
John M. Bohac
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.

Notary D. W. Lavaty

My commission expires the day of June, 1986

STATE OF Nebraska

Douglas



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.....

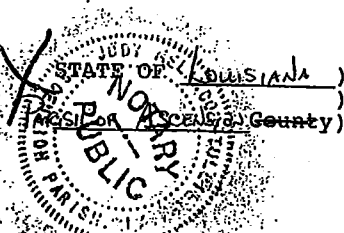
Name of executor or administrator.....

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



His Ex. No. #490896
Her Ex. No. #50943

On this 22nd day of July, A.D., 1986,
before me, a General Notary Public, duly
commissioned and qualified, personally came
John M. Bohac and James R. Bohac
WIFE AND HUSBAND

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

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

Judy M. Bohac Notary Public.
My commission expires the day of July, 1986.
UPON DEATH

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Carli M. Hillebrand
REGISTER OF DEEDS

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