

BK 0885 PG 489



MISC 1989 07174

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

THIS AGREEMENT, made and entered into this April 17, 1989, by and between School District of Omaha

Address: 4041 NO 72nd ST, OMAHA, NE 68134
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. 1335+69.95	to Sta. 1336+00	, a strip 120-122	ft. wide Right	side
From Sta. 1336+00	to Sta. 1336+26.33	, a strip 122-140	ft. wide Right	side
From Sta. 1337+23.11	to Sta. 1337+30.00	, a strip 510	ft. wide Right	side
From Sta. 1337+30.00	to Sta. 1337+37.44	, a strip 510-140	ft. wide Right	side
From Sta. 1337+37.44	to Sta. 1345+50	, a strip 140	ft. wide Right	side
From Sta. 1345+50	to Sta. 1348+52.70	, a strip 140-200	ft. wide Right	side
From Sta. 1348+52.70	to Sta. 1351+50	, a strip 200-145	ft. wide Right	side
From Sta. 1351+50	to Sta. 1358+50	, a strip 145-265	ft. wide Right	side
From Sta. 1358+50	to Sta. 1359+55	, a strip 265-325	ft. wide Right	side
From Sta. 103+24.28	to Sta. 104+14.19	, a strip 267.01-221	ft. wide Right	side
From Sta. 104+14.19	to Sta. 106+81.02	, a strip 221-231	ft. wide Right	side
From Sta. 106+81.02	to Sta. 108+06.02	, a strip 231-78.85	ft. wide Right	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 and Landscaping as shown on approved plans and situated in the Part of the Northeast Quarter

of Section 19, Township 15 North, Range 12 East, of the 6th P.M. in Douglas 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 141,771.24 S.F. at \$ _____ per S.F.	Sta. _____ to Sta. _____	\$ DONATED
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.		\$ DONATED

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 John G. Beyer
Right-of-Way Manager

Date MAY 2 1989

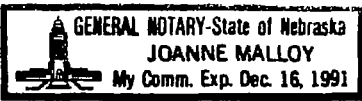
OWNER

Stephen Beyer
President, Board of Education

Joe E. Hanna
Secretary, Board of Education

I, _____, do hereby certify that this _____ day of _____, 19____, the above date, before me a General Notary Public duly commissioned and qualified, personally came _____ and _____, who are 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 _____ My commission expires the _____ day of _____, 19____. _____ STATE OF _____ ss. _____ County _____

Dated this 17th day of April, 1989
On the above date, before me a General Notary Public duly commissioned and qualified, personally came Stephen C. Regan and Joanne Malloy
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 Joanne Malloy My commission expires the 16th day of December, 1991. _____ STATE OF Nebraska ss. Douglas County _____



MEMORANDA

EASE PRINT ALL NAMES
act and full name of OWNER, as same appears of record _____
married, full name of spouse _____
unmarried, show "single," "widower," "widow" _____
mortgage or other liens, show names of holders, amounts, dates and book page of record _____
an estate, give the names of all the heirs, with the share of each. Show names of spouses of those married _____
me of executor or administrator _____
any of the owners or heirs are minors, give their names and ages _____
me of guardian _____
NANT - Exact and full names, Rent Agreement _____

REMARKS

RECEIVED
1989 MAY -5 PM 2:20
GEORGE J. BUGLEWICZ
REGISTRAR OF DEEDS
DOUGLAS COUNTY, NEBR.

BK 885 N 19-15-12 C/O _____ FEE 10.50
PG 489-490 N 19-15-12 DEL IN MC Wc
OF Misc COMP _____ F/B 01-60000

Copy 11/16

State of Nebraska
Dept. of Roads

Bar 94759
Lincoln Hwy. 68509-4759

54842