



BK 0910 PG 032



MISC 1990 00442

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INDEXING
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STATE OF NEBRASKA
DEPARTMENT OF ROADS

RIGHT OF WAY CONTRACT
TEMPORARY EASEMENT

Project No. F-QF-6-7(134)

Tract No. 41

COPIES TO:

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

THIS AGREEMENT, made and entered into this 13th day of December, 1989, by and between School District of Omaha Douglas County School District 001

Address: 3215 Cuming Street, Omaha, NE 68131-2024
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 non-exclusive Temporary Easement for Construction purposes, to certain real estate described from the centerline of the proposed highway as follows:

From Sta. 107+91.02	to Sta. 111+10	, a strip 87-82	ft. wide	Right	side
From Sta. 107+91.02	to Sta. 111+10	, a strip 114-105	ft. wide	Right	side
From Sta.	to Sta.	, a strip	ft. wide	side
From Sta.	to Sta.	, a strip	ft. wide	side
From Sta.	to Sta.	, a strip	ft. wide	side
From Sta.	to Sta.	, a strip	ft. wide	side
From Sta.	to Sta.	, a strip	ft. wide	side
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From Sta.	to Sta.	, a strip	ft. wide	side
From Sta.	to Sta.	, a strip	ft. wide	side
From Sta.	to Sta.	, a strip	ft. wide	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 Drainage Structure below grade
as shown on approved plans and situated in Part of 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.
S. F.
Approximately 8,440.07 at \$ per 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 \$
910 N 19-15-12 CJO FEE 10.50
32-33 N 19-15-12 FEE 14 MC WC
OF NEBR. HB COMP JFB 01-60000 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.

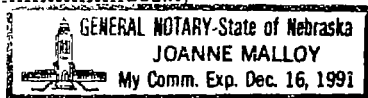
DEPARTMENT OF ROADS
STATE OF NEBRASKA
By Samuel W. J. RECEIVED
Right-of-Way Manager
Date DEC 20 1989
JAN 8 2 41 PM '90
OWNER
Douglas County School District 001
By: Stephen K. Kegan
President, Board of Education
ATTEST: Joe E. Hauer
Secretary, Board of Education
msec 442

Temporary Easement

Dated this 13th day of Dec 1989
On the above date, before me a General Notary Public duly commissioned and qualified, personally came Stephen C. Regan, President of Board of Education of Douglas County School District 001
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, and the voluntary act and deed of such District
WITNESS my hand and Notarial Seal the day and year above written.

Notary Joanne Malloy
My commission expires the 16th day of Dec 1991

STATE OF Nebraska
Douglas County ss.



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Dated this day of 19
On the above date, before me a General Notary Public duly commissione and qualified, personally came
to me known to be the identical person whose nam is affixed to the foregoing instrument as grantor an 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 SAME AS R.O.W. CONTRACTS

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

ATTN: Irene Kegelean
Department of Roads
P.O. Box 94759, State Capitol
Lincoln, NE 68509