



BK 0910 PG 034



MISC 1990 00443

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COPIES TO:

- 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

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Project No. F-QF-6-7(134)  
Tract No. 41

THIS AGREEMENT, made and entered into this 27<sup>th</sup> day of April 17, 1989, by and between School District of Omaha  
Address: 4041 NO 72<sup>nd</sup> 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 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 \$  
9-16 N 19-15-12 C/O FEE 10.50  
34-35 N 19-15-12 DEL 1/4 MC 60  
OF MATH 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, read 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 J. B. Right-of-Way Manager  
Date MAY 2 1989

OWNER  
Stephen J. Ryan  
President, Board of Education  
Joe E. Han  
Secretary, Board of Education

Temporary Easement

Dated this ..... day of ....., 19 .....  
On the above date, before me a General Notary Public duly commissioned  
and qualified, personally came .....

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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 .....

My commission expires the ..... day of ....., 19 .....

STATE OF .....

..... County ss.

Dated this 10<sup>th</sup> day of April 1989  
On the above date, before me a General Notary Public duly commissioned  
and qualified, personally came Stephen C. Regan  
and Joe C. Hanna

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.

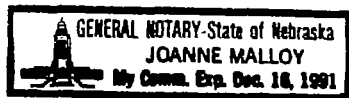
WITNESS my hand and Notarial Seal the day and year above written.

Notary Joanne Malloy

My commission expires the 16<sup>th</sup> day of December 1991

STATE OF Nebraska

Douglas County ss.



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

ATTN: Irene Regelean

Department of Roads  
P.O. Box 94759, State Capitol  
Lincoln, NE 68509