

LANCASTER COUNTY  
ENGINEERING DEPARTMENT  
RIGHT-OF-WAY CONTRACT  
(Permanent Easement)

THIS AGREEMENT, made and entered into by and between:

Robert W. and Anita D. Ahrens  
9805 Rokeby Rd.  
Lincoln, NE 68526

hereinafter referred to as the Owner and Lancaster County, a governmental subdivision, hereinafter referred to as the County.

WITNESSETH: In consideration of the payment or payments as specified below and the performance of the special provisions contained herein, the Owner hereby grants to the County, permanent easement to certain real estate described by stationing and distances measured from section line as follows:

From Sta. 12006+57.73 to Sta. 1206+82.71 a strip 68.66 ft. – 70.63 ft. Right side

Said permanent easement will be utilized more specifically for construction and maintenance of drainage areas as shown on the approved plans for Project No. 015-3105, Tract No. 12, consisting of 0.01 acres, more or less, exclusive of existing right of ways situated in Lot 1, Burge Addition, located in the NW ¼ of Section 36, Township 09 North, Range 07 East, of the 6<sup>th</sup> Principal Meridian, Lancaster County, Nebraska.

The County agrees to purchase the above described permanent easement and to pay therefore within a reasonable time after the consummation of this contract. The said permanent easement will be prepared, furnished and recorded by the County at no cost to the Owner. It is understood by the parties hereto that the easement will be recorded immediately following the said consummation.

The County shall have immediate right of entry on the premises described above upon payment to the Owner of 100% due under this contract. Payment is to be made by the County to the Owner for the easement area actually acquired, not including present public right-of-way, according to the following rate per acre:

|                                   |                  |
|-----------------------------------|------------------|
| 0.01 acre at \$ 30,000/acre x 90% | <u>\$ 270.00</u> |
| <b>Contract Total</b>             | <b>\$ 270.00</b> |

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 damage 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.

The County agrees to seed the areas disturbed by the construction unless other provisions for seeding have been included in the special provisions of this contract.

The County agrees to rock the disturbed areas of rock driveways and to place additional rock, if required, for a period of one year from the completion of this project. The Owner must notify the County if additional rock is required.

If the Owner has a properly recorded survey of the property affected, the County agrees to re-establish survey corners destroyed as a result of the construction at no cost to the Owner.

All damage items that the Owner has been compensated for shall become the property of the County and will be removed and/or disposed of by the County. Salvage of items given to the Owner as stated in the special provisions of this contract must be accomplished by the start of the construction of this project or the Owner shall forfeit the right to such salvage.

SPECIAL PROVISIONS

Four sets of horizontal lines for special provisions, each with a blue diagonal scribble across it.

This contract shall be binding on both parties as soon as it is executed by both parties, but should not any of the above real estate be required, this contract shall terminate upon payment of \$10.00 by the County to the Owner, provided the acquisition has not been totally consummated.

The representative of the Lancaster County Engineering Department, in presenting this contract, has given me a copy and has read all of its provisions to the undersigned. An explanation of the construction plans was given and **it is understood that no promises, verbal agreements or understanding, except as set forth in the contract, will be honored by Lancaster County.**

Executed by the Owner(s) this 1 day of Feb, 20 17

X Robert W. Ahrens  
Robert W. Ahrens

X Anita D. Ahrens  
Anita D. Ahrens  
(Signatures must be notarized)

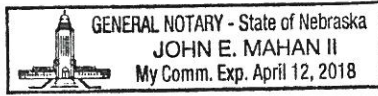
State of Nebraska County of Lancaster

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

Robert W. Ahrens and Anita D. Ahrens

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 1<sup>st</sup> day of February, 2017



*John E. Mahan II*  
\_\_\_\_\_  
Notary Public  
April 12, 2018  
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

Executed by Lancaster County this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

LANCASTER COUNTY  
ENGINEERING DEPARTMENT  
Approved by County Engineer

  
\_\_\_\_\_  
Pamela L. Dingman, P.E.

LANCASTER COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM

this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Deputy County Attorney

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