

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

THIS AGREEMENT, made and entered into by and between:

The Catholic Bishop of Lincoln
 3400 Sheridan Boulevard
 LINCOLN, NE 68506

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, temporary easement to certain real estate described by stationing and distances measured from section line as follows:

From Sta. 123+75.00	to Sta. 124+50.00	a strip 64.42 – 70.00 ft.	Left side
From Sta. 124+50.00	to Sta. 126+92.01	a strip 70.00 – 53.91 ft.	Left side

Said temporary easement will be utilized more specifically for grading and fill construction as shown on the approved plans for Project No. 015-3105, Tract 2, consisting of 0.08 acre, more or less, exclusive of existing statutory easements situated in Lot 17, IT, located in the NE ¼ of Section 34, Township 9 North, Range 7 East, of the 6th Principal Meridian, Lancaster County, Nebraska.

The County agrees to purchase the above described temporary easement and to pay therefore within a reasonable time after the consummation of this contract.

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:

0.08 Acres at \$ 30,000/Acre x 10%	\$ 240.00
Remove and Replace Fence	
25 Rods of 4 SBW at \$ 26.25/Rod	\$ 656.25
Remove and Replace 1 Corner Post Assembly	\$ 185.00
Remove and Replace 2 End Assemblies at \$ 140.00 ea.	\$ 280.00
Contract Total:	\$ 1,361.25

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 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.

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.

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.

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.

It is further agreed that the interests to areas conveyed temporarily shall be during the period of construction and shall cease upon acceptance of the project by the County or as agreed in the special provisions of this contract.

SPECIAL PROVISIONS

[Scribbled out area]

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 23 day of March 2017

X Tracy Lockwood
The Catholic Bishop of Lincoln

By Tracy Lockwood, CFO
(Signatures must be notarized)

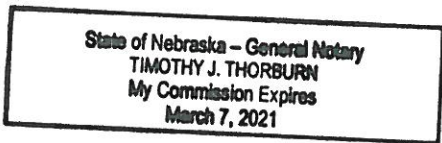
State of NEBRASKA County of LANCASTER

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

TRACY LOCKWOOD

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 23 day of MARCH, 2017



Timothy J. Thorburn
Notary Public

3-7-2021

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

LANCASTER COUNTY
BOARD OF COMMISSIONERS



Pamela L. Dingman, P.E.

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