

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

THIS AGREEMENT made and entered into by and between:

Lower Platte South, NRD
3125 Portia Street
Lincoln, NE. 68501

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. 157+00	to Sta. 158+00	a strip 60 ft. wide	Left side
From Sta. 158+00	to Sta. 158+00	a strip 60 ft. - 80 ft. wide	Left side
From Sta. 158+00	to Sta. 159+40	a strip 80 ft. wide	Left side
From Sta. 159+40	to Sta. 159+40	a strip 80 ft. - 65 ft. wide	Left side
From Sta. 159+40	to Sta. 161+40	a strip 65 ft. wide	Left side
From Sta. 161+40	to Sta. 161+40	a strip 65 ft. - 55 ft. wide	Left side
From Sta. 161+40	to Sta. 166+70.18	a strip 55 ft. wide	Left side

Said temporary easement will be utilized more specifically for bridge grading and replacement as shown on the approved plans for Project No. CP-C-91, Tract 1, consisting of 0.25 acre, more or less, situated in Lot 36 I.T., of the SE ¼ of Section 34, Township 12 North, Range 6 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 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:

0.25 acre at \$ 6,500.00/acre x 10%	\$ 162.50
Remove and Replace Existing Fence	
59 Rods of 3 SBW at \$ 24.00/Rod	1,416.00
1 Fence End Assembly	140.00
1 Corner Fence Assembly	<u>185.00</u>
Contract Total	\$ 1,903.50

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.

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 PROVISION

Each Party ("Indemnitor") shall indemnify, defend, and hold harmless the other Party and its officers, agents, and employees (each an "Indemnified Party"), from and against all claims, damages, liabilities, and court awards, including expenses, and reasonable attorneys' fees (collectively, "Losses"), to the extent caused by the negligence or any wrongful act, error, or omission of the Indemnitor, and/or its officers, agents, and employees, arising out of the activities set forth in this Temporary Easement. Provided that in no event shall an Indemnitor be required to indemnify, defend, or hold harmless an Indemnified Party for any Losses to the extent such Losses are caused by the negligent or intentional acts or omissions of the Indemnified Party. If any claim covered by this indemnity is asserted by a third party, the Indemnified Party shall provide Indemnitor with prompt notice of any claim for which indemnification may be sought hereunder, and shall give the Indemnitor an opportunity to defend or settle the claim with counsel of Indemnitor's choice and at Indemnitor's expense, and the Indemnified Party shall extend its full cooperation in connection with the defense, subject to reimbursement for actual out-of-pocket expenses incurred by the Indemnified Party as the result of a request by the Indemnitor. If the Indemnitor fails to defend a claim within a reasonable time, the Indemnified Party shall be entitled to assume the defense and the Indemnitor shall be bound by the results obtained by the Indemnified Party with respect to the claim, and the Indemnitor shall be liable to the Indemnified Party for its expenses incurred in the defense, including without limitation, reasonable attorneys' fees and any settlement payments.

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 County of Lancaster, Nebraska, hereby gives notice that it is Lancaster County's policy to assure full compliance with Title VI of the Civil Rights Act of 1964, The Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI requires that no person shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Federal Aid Highway program or other activity for which Lancaster County receives Federal financial assistance.

Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Lancaster County. Any such complaint must be in writing and filed with Lancaster County Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Forms may be obtained from the Board of County Commissioners of Lancaster County, Nebraska, office at no cost to the complainant by calling (402) 441-7447 or from the Board of County Commissioners of Lancaster County, Nebraska, website

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 26 day of June, 20 17

X _____
Lower Platte Natural Resource Dist.
by _____
(Signatures must be notarized)

State of NE County of Lancaster

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

Paul Zilling
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 26th day of June, 20 17

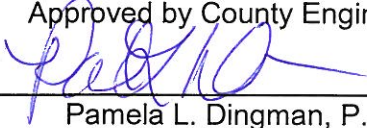


Kathy J. Spence
Notary Public

May 27, 2018
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

