

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

THIS AGREEMENT made and entered into by and between:

Charles E. and Linda J. Spanel
8440 So. 91st St.
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 project center line as follows:

From Sta. 28+77.20	to Sta.30+75.00	a strip 50 ft. wide	Left side
From Sta. 30+75.00	to Sta.31+00.00	a strip 50 – 33 ft. wide	Left side

Said permanent easement will be utilized more specifically for construction and maintenance of a pipe culvert as shown on the approved plans for Project No. CP-P-52, Tract 1, consisting of 0.06 acres, more or less exclusive of existing right of ways situated in Lots Seven (7) thru Ten (10), Block Three (3), Dill's Addition to Cheney, located in the Southeast Quarter (SE ¼) of Section 23, Township 9 North, Range 7 East, of the 6th 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:

0.06 Ac. @ \$ 3.00/SF x 90%	\$ 7,057.00
Remove/Replace Sprinkler (See Attached Bid)	\$ 2,574.00
Title Extension Fee	<u>\$ 55.00</u>
Contract Total	\$ 9,686.00

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

- Owner wishes to make it noted that an existing sanitary sewer is in proximity to the easement area and care is to be utilized to insure sanitary sewer remains undamaged.

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 March, 2018

x Charles E. Spanel
Charles E. Spanel
x Linda J. Spanel
Linda J. Spanel
(Signatures Must be Notarized)

State of Nebraska County of Lancaster

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

Charles E. & Linda J. Spanel
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 26 day of March, 2018



Alex G. Olson
Notary Public
March 27 2019
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.

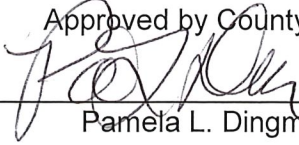
Witness my hand and notarial seal on this ____ day of _____, 20____

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

Green Touch Grounds & Landscaping, Inc.

PO Box 22776
lincoln, NE 68542
(402) 202-3174
nconroy@neb.rr.com

ESTIMATE

ADDRESS

Chuck & Linda Spanel
8440 S. 91st
Lincoln, NE 68526

ESTIMATE # 1138

DATE 02/28/2018

EXPIRATION DATE 05/01/2018

P.O. NUMBER

SALES REP

Name

ACTIVITY

QTY

RATE

AMOUNT

Sprinkler

1

2,400.00

2,400.00T

This estimate is for the underground irrigation repairs needed after utility excavation on the South side of current property. There are 4 lateral zones and one irrigation valve manifold/box that will be effected by this excavation. The new 1" poly lateral zones will be installed to the new lot line specifications and the irrigation valve manifold will be rebuilt with new components. There are 8 zones currently in this irrigation valve manifold. We will need to replace all 8 valves when rebuilding the valve manifold. The new valves will be replaced with Weathermatic 1" irrigation valves and all rotor spray heads will be Rainbird 3/4" rotors with 2GPM nozzles installed. This estimate includes all labor and materials for the irrigation repairs to achieve before excavation condition of irrigation system. Owners approval of irrigation layout will be needed before installation will begin.

Thank you for contacting Green Touch for an estimate! Please let us know if you have any questions at all.

SUBTOTAL

2,400.00

TAX (7.25%)

174.00

TOTAL

\$2,574.00

Accepted By

Accepted Date

Stay Vacat'ioned.™