

Page 1 of 4
Project No.: Misc. ROW
Location: SW 100th & W. Saltillo Rd.

LANCASTER COUNTY
ENGINEERING DEPARTMENT
RIGHT-OF-WAY CONTRACT
(Fee Simple)

THIS AGREEMENT made and entered into by and between:

Burdette A. Piening, Trustee
11700 W. "A" St.
Lincoln, NE. 68532

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 agrees to execute a warranty deed to the County. The real estate to be conveyed is described by metes and bounds from section line are as follows:

A part of Lot 6, Irregular Tracts, located in the NE $\frac{1}{4}$, of Section 4, Township 8 North, Range 5 East of the 6th Principal Meridian, Lancaster County, Nebraska, more particularly described as follows:

Beginning at the northeast corner of said NE $\frac{1}{4}$; thence South 00 Degrees, 47 Minutes, 01 Seconds West, with the east line of said NE $\frac{1}{4}$, a distance of 486.15 feet to a point of intersection with the westerly Right of Way line of Southwest 100th Street, said point also being a point of curvature; thence with a curve to the left, with said westerly Right of Way line of Southwest 100th Street, with a radius of 868.51 feet, with a delta angle of 08 Degrees, 10 Minutes, 53 Seconds, with an arc length of 124.01 feet, said arc subtended by a chord which bears South 16 Degrees, 13 Minutes, 45 Seconds West, with a chord length of 123.91 feet to a point, said point being located 33.00 feet west of as measured perpendicular to the east line of said NE $\frac{1}{4}$; thence North 00 Degrees, 47 Minutes, 01 Seconds East, 33.00 feet west of and parallel with the east line of said NE $\frac{1}{4}$, a distance of 605.32 feet to a point of intersection with the north line of said NE $\frac{1}{4}$; thence South 89 Degrees, 40 Minutes, 59 Seconds East, with the north line of said NE $\frac{1}{4}$, a distance of 33.00 feet to the point of beginning.

Containing 0.41 acres, more or less

The said warranty deed will be prepared, furnished and recorded by the County at no cost to the Owner. If any other party holds an encumbrance against the affected real property herein described at the time of the delivery of the deed, the County will procure and record the necessary partial release of the said encumbrance at no cost to the Owner for the said procurement and recording. Such payments as are due under this contract shall be made to the Owner jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have, in writing, waived his right to receive such payment. Payment provided for in this contract constitutes total payment for this acquisition to all parties of fee interest in this real estate.

The County shall have immediate possession of 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 property actually acquired, including fee interests in statutory easement, according to the following rate per acre:

Statutory Easement	
0.41 acre at \$ 6,500.00/acre x 10%	\$ 266.50
Fence Payments	\$ 1,197.00
42 Rods of 5 SBW@ \$ 28.50/Rod	
3 End Assemblies @ \$ 150.00 ea.	\$ 450.00
1 Corner Post Assembly @ \$ 200.00 ea.	\$ 200.00
2 Farm Gates @ \$ 100.00 ea.	\$ 200.00
Title Extension Fee	\$ 55.00
Contract Total	\$ 2,368.50

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 the survey corners at the new property line and to set additional corners as may be created by the acquisition 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.

SPECIAL PROVISIONS

- The County agrees to permit the Owner to continue to use the existing fence in place and "As Is" in an effort to facilitate the existing cattle operation on the adjacent site. The Owner will be allowed to maintain the existing fence; however, any additional fence improvements will not be allowed. The County agrees not to encroach any closer than two feet from the existing fence for installation of County Perimeter Fence Improvements.

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 Burdette A. Piening, trustee
Burdette A. Piening, Trustee

X Virginia M. Piening
(Signatures must be notarized)

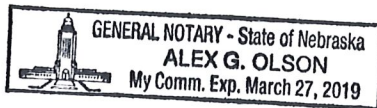
State of Nebraska County of Lancaster

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

Burdette A + Virginia M Piening Trustees

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



[Signature]
Notary Public
March 27 2019
My Commission Expires

Executed by Lancaster County this ____ day of _____, 20 ____

LANCASTER COUNTY
ENGINEERING DEPARTMENT
Approved by County Engineer



Pamela L. Dingman

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