

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

THIS AGREEMENT made and entered into by and between:

Airport Authority of the City of Lincoln, NE
Attn: Deputy Director-Operations
2400 West Adams
Lincoln, NE 68524

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

In consideration of the payment or payments as specified below, the Owner will grant to the County, by way of a consent agreement (Attachment A), permanent access to certain real estate described by stationing and distances measured from project center line as follows:

From Sta. 18+50.00	to Sta.19+50.00	a strip 33 - 40 ft. wide	Left side
From Sta. 19+50.00	to Sta.19+75.00	a strip 40 - 80 ft. wide	Left side
From Sta. 19+75.00	to Sta.20+25.00	a strip 80 ft. wide	Left side
From Sta. 20+25.00	to Sta.20+50.00	a strip 80 - 40 ft. wide	Left side
From Sta. 20+50.00	to Sta.21+50.00	a strip 40 - 33 ft. wide	Left side

Said permanent access will be utilized for construction and maintenance of a pipe culvert as shown on the approved plans for Project No. CP-L-333, Tract 1, consisting of 0.11 acres, more or less, exclusive of existing right of ways situated in Lot Seventy-Nine (79), Irregular Tract, of the Northeast Quarter (NE ¼) of Section 20, Township 10 North, Range 6 East, of the 6th Principal Meridian, Lancaster County, Nebraska.

The County agrees to purchase the above described permanent access and to pay therefor within a reasonable time after the consummation of this contract. The consent agreement will be prepared and furnished by the Owner and recorded by the County at no cost to the Owner. It is understood by the parties hereto that the consent agreement 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 area actually acquired, not including present public right-of-way, according to the following rate per acre:

0.11 Acres @ \$ 7,000/Acre x 90%	\$ 693.00
Move and Replace Fence	
18 Rods of 3 SBW @ \$ 24.00/Rod	\$ 432.00
1 Pull Assembly	\$ 125.00
Title Extension Fee	<u>\$ 55.00</u>
Contract Total	\$ 1,305.00

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 restore the ground and shoulder areas by replacement and fill of dirt and seeding as necessary and will, at County's own cost and expense, move and replace the existing fence as necessitated by construction of this project, to the satisfaction of Owner.

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.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none 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 22nd day of March, 2018

X [Signature]
X [Signature]
(Signatures Must be Notarized)

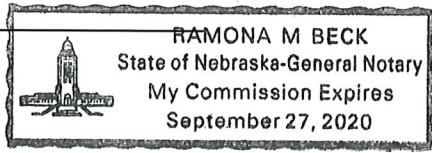
State of Nebraska County of Lancaster

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

Richard Nusenberger

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 22nd day of March, 2018



Notary Public
Ramona M. Beck
My Commission Expires
9/27/20

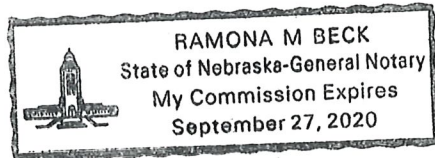
State of Nebraska County of Lancaster

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

John Noppe Jr.

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.

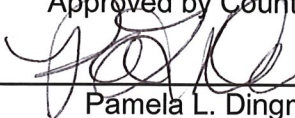
Witness my hand and notarial seal on this 22nd day of March, 2018



Notary Public
Ramona M. Beck
My Commission Expires
9/27/20

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

RETURN TO: Lancaster County
444 Cherrycreek Road, Building C
Lincoln, NE 68528

**CONSENT AGREEMENT
CA-2018-1
(Pipe Culvert/NW 27th and West Vine Street)**

This Consent Agreement is executed this _____ day of _____, 2018, by and between the Airport Authority of the City of Lincoln, Nebraska, hereinafter referred to as “Authority,” and Lancaster County, Nebraska, a governmental subdivision, hereinafter referred to as the “County.”

WHEREAS, the exclusive right of use and occupancy of certain lands have been vested in the Authority; and

WHEREAS, the County desires to construct and maintain a new pipe culvert in the vicinity of Northwest 27th and West Vine Street on certain Airport land as described on the attached Exhibit “A,” and the Authority is willing to permit such construction and maintenance.

NOW THEREFORE, for good and valuable consideration and the mutual covenants and agreements contained herein, the parties agree as follows:

1. The Authority does hereby consent to the construction, reconstruction, and perpetual maintenance of a new pipe culvert by the County generally in the vicinity of Northwest 27th Street

and West Vine Street at the location legally described on Exhibit "A" which is attached hereto and incorporated herein by reference.

2. The Authority reserves unto itself, its successors and assigns, continued use of the above-described property for any purpose whatsoever, except the construction of permanent buildings on the real property described above, subject only to the rights of the County as herein set forth.

3. The County agrees that it will restore the ground and shoulder areas by replacement and fill of dirt and seeding as necessary. The County agrees that it will require its contractors to limit the construction area to the real estate described herein, including the area for storage of materials and supplies. If the contractor requires additional areas for the storage of materials and equipment during the pendency of construction, the contractor must lease such areas from the Authority.

4. The County agrees to indemnify, defend, and hold Authority harmless from all claims, causes, demands, suits, cost of defense and judgments that arise from, in whole or in part, any act or omission of the County pursuant to the exercise of any rights or privileges granted under this Consent Agreement, and from all damages and/or penalties arising out of the installation, construction, reconstruction, alteration, operation, maintenance, or removal of the pipe culvert and appurtenances thereto which is the subject of this Consent Agreement, whether or not any such action or omission complained of is authorized, allowed, or prohibited by this Consent Agreement; provided, however, that the County's obligation hereunder to indemnify, defend, and hold harmless shall not extend to any claim, damage, or penalty resulting from the willful misconduct or sole negligence of the Authority or its agents.

ATTEST:

LANCASTER COUNTY, NEBRASKA,
A Governmental Subdivision

_____ By: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2018, by _____, of Lancaster County, Nebraska, a governmental subdivision, and on its behalf.

Notary Public

“Exhibit A”

A part of Lot 79, Irregular Tracts, located in the NE $\frac{1}{4}$, of Section 20, Township 10 North, Range 6 East of the 6th Principal Meridian, Lancaster County, Nebraska, more particularly described as follows:

Referring to the southeast corner of said NE $\frac{1}{4}$; thence with an assumed bearing of South 89 Degrees, 56 Minutes, 24 Seconds West, with the south line of said NE $\frac{1}{4}$, a distance of 1047.92 feet to a point; thence North 00 Degrees, 03 Minutes, 36 Seconds West, perpendicular to the south line of said NE $\frac{1}{4}$, a distance of 33.00 feet to the point of beginning; thence South 89 Degrees, 56 Minutes, 24 Seconds West, 33.00 feet north of and parallel with the south line of said NE $\frac{1}{4}$, a distance of 300.00 feet to a point; thence North 85 Degrees, 56 Minutes, 09 Seconds East, a distance of 100.24 feet to a point, said point being located 40.00 feet north of as measured perpendicular to the south line of said NE $\frac{1}{4}$; thence North 31 Degrees, 56 Minutes, 44 Seconds East, a distance of 47.17 feet to a point, said point being located 80.00 feet north of as measured perpendicular to the south line of said NE $\frac{1}{4}$; thence North 89 Degrees, 56 Minutes, 24 Seconds East, 80.00 feet north of and parallel with the south line of said NE $\frac{1}{4}$, a distance of 50.00 feet to a point; thence South 32 Degrees, 03 Minutes, 55 Seconds East, a distance of 47.17 feet to a point, said point being located 40.00 feet north of as measured perpendicular to the south line of said NE $\frac{1}{4}$; thence North 89 Degrees, 56 Minutes, 24 Seconds East, 40.00 feet north of and parallel with the south line of said NE $\frac{1}{4}$, a distance of 50.00 feet to a point; thence South 82 Degrees, 05 Minutes, 25 Seconds East, a distance of 50.49 feet to the point of beginning.

Containing 0.11 acres, more or less.