

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

THIS AGREEMENT made and entered into by and between:

William E. and Ardis A. Bundy, Co-Trustees
10000 Agnew Rd.
Waverly, NE. 68462

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:

Sta. 27+00.00	Sta. 27+55.15	a strip 48.16 – 63 ft. wd	Left Side
Sta. 27+55.15	Sta. 27+60.00	a strip 63 -ft. wide	Left Side
Sta. 27+60.00	Sta. 28+06.55	a strip 63 – 33 ft. wide	Left Side

Said temporary easement will be utilized more specifically for grading and shaping for culvert replacement as shown on the approved plans for Project No.B-147, Tract 2, consisting of 0.03 acre, more or less, inclusive of existing statutory easements situated in the SE ¼ of Section 12, Township 12 North, Range 07 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:

0.03 acre at \$ 8,000/acre x 10%

\$ 24.00

Contract Total

\$ 24.00

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.

X William E. Bundy Trustee
William E. Bundy, Trustee

X Ardis A. Bundy Trustee
Ardis A. Bundy, Trustee
(Signatures must be notarized)

State of Nebraska County of Lancaster

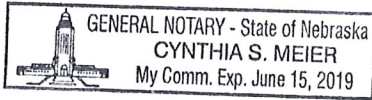
Before me, a notary public qualified for said county, personally came _____

William Bundy & Ardis Bundy

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 3rd day of July, 2018

Cynthia S. Meier
Notary Public



June 15, 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.

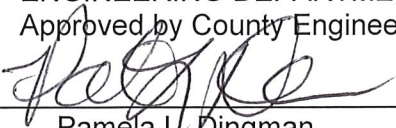
Witness my hand and notarial seal on this _____ day of _____, 20____

Notary Public

My Commission Expires

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

LANCASTER COUNTY
ENGINEERING DEPARTMENT
Approved by County Engineer



Pamela L. Dingman

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