

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

THIS AGREEMENT made and entered into by and between:

John and Marna Fuchser  
8400 W. Trevisa Ct.  
Malcolm, NE. 68402

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. 11+53.90	Sta. 11+79.37	a strip 33 – 56.59 ft. wide	Left Side
Sta. 11+79.37	Sta. 12+50.00	a strip 56.59 ft. wide	Left Side

Said temporary easement will be utilized more specifically for grading and shaping for box culvert replacement as shown on the approved plans for Project No.E-117, Tract 5, consisting of 0.05 acre, more or less, inclusive of existing statutory easements situated in Lot 4, Coupe Deville Heights, located in the SE ¼ of Section 15, Township 11 North, Range 05 East, of the 6<sup>th</sup> 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:

0.05 acre at \$ 8,000/acre x 10%	<u>\$ 40.00</u>
<b>Contract Total</b>	<b>\$ 40.00</b>

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 PROVISIONS

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 12<sup>th</sup> day of July, 20 18

X John Fuchser  
John Fuchser  
X Marna Fuchser  
Marna Fuchser  
(Signatures must be notarized)

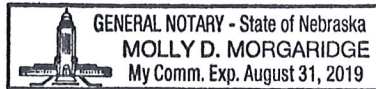
State of Nebraska County of Lancaster

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

John Fuchser

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 12<sup>th</sup> day of July, 2018



Molly D Morgaridge  
Notary Public  
8/31/19  
My Commission Expires

State of Nebraska County of Lancaster

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

FUCHSER

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 9 day of July, 2018




Betty Sue Givens  
Notary Public  
12/02/2018  
My Commission Expires

Executed by Lancaster County this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

LANCASTER COUNTY  
ENGINEERING DEPARTMENT  
Approved by County Engineer

LANCASTER COUNTY  
BOARD OF COMMISSIONERS

  
(For) Pamela L. Dingman

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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