C-18-0476 Page 1 of 3

Project No.: Culvert B-344 Location: No. 112th & Agnew Rd

Tract No.: 2

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

THIS AGREEMENT made and entered into by and between:

Wayne C. Halling 18700 No. 70th St. Ceresco, NE. 68017

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. 17+00.00	to Sta.20+00.00	a strip 33 – 50 ft. wide	Right side
From Sta. 20+00.00	to Sta.22+25.00	a strip 50 ft. wide	Right side
From Sta. 22+25.00	to Sta.22+75.00	a strip 50 – 33 ft. wide	Right 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 Culvert B-344, Tract No. 2 consisting of 0.16 acres, more or less exclusive of existing right of ways situated in the North Half (N $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 13, Township 12 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:

0.16 Acres @ \$ 8,000/Acre x 90%		\$ 1,152.00
Title Extension Fee		<u>\$ 55.00</u>
	Contract Total	\$ 1.207.00

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.

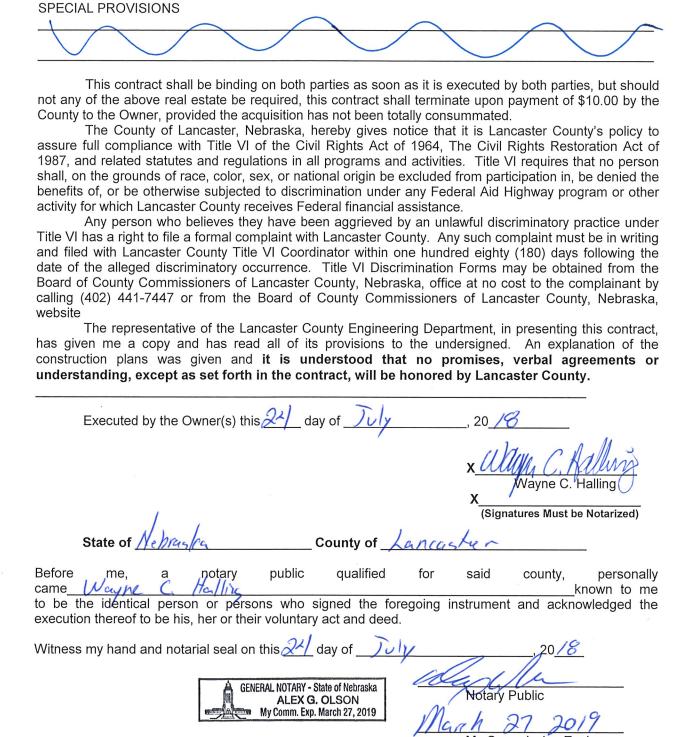
If the Owner has a properly recorded survey of the property affected, the County agrees to reestablish survey corners destroyed as a result of the construction at no cost to the Owner.

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Project No.: Culvert B-344 Location: No. 112th & Agnew Rd

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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.



Page 3 of 3 Project No.: Culvert B-344 Location: No. 112th & Agnew Rd Tract No.: 2

Executed by Lancaster County this day	of	, 20
LANCASTER COUNTY ENGINEERING DEPARTMENT Approved by County Engineer		LANCASTER COUNTY ARD OF COMMISSIONERS
Pamela L. Dingman, P.E.		
APPROVED AS TO FORM		
this day of, 20		
Deputy County Attorney		
State of	County of	
Before me, a notary public qualified for said of	county, personally came	
known to me to be the identical personacknowledged the execution thereof to be his	n or persons who sig s, her or their voluntary a	ned the foregoing instrument and
Witness my hand and notarial seal on this	day of	, 20
	-	Notary Public
	-	My Commission Expires