

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

THIS AGREEMENT made and entered into by and between:

Billette M. Wilhelm Revocable Trust
 Billette M. Wilhelm Trustee
 14000 So. 12th St.
 Roca, NE. 68430

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 section line as follows:

From Sta. 21+89.17	to Sta.22+43.00	a strip 148.54 – 140 ft.	Right side
From Sta. 22+43.00	to Sta.22+00.00	a strip 140 - 33 ft. wide	Right side

Said permanent easements will be utilized more specifically for construction and maintenance of a pipe culvert as shown on the approved plans for Project No. 19-13, Culvert No. CP-O-207, Tract No. 4 consisting of 0.08 acres, more or less exclusive of existing right of ways situated in Lot 61, I.T., located in the Southwest Quarter (SW ¼) of Section 23, Township 9 North, Range 6 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:

0.08 Acres @ \$ 12,000/Acre x 90%	\$ 864.00
Title Extension Fee	<u>\$ 55.00</u>
Contract Total	\$ 919.00

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.

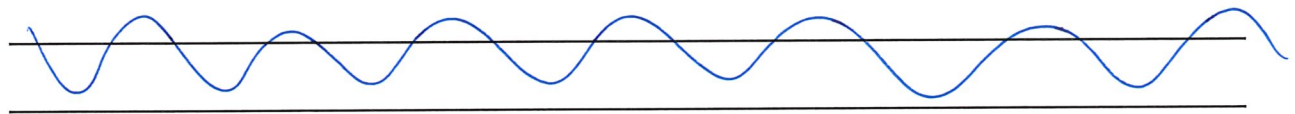
The County agrees to seed the areas disturbed by the construction unless other provisions for seeding have been included in the special provisions of this contract.

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 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.

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 28 day of March, 20 19

X _____
Billette M. Wilhelm Revocable Trust
X [Signature]
Billette M. Wilhelm Trustee
(Signatures Must be Notarized)

State of Nebraska County of Lancaster

Before me, a notary public qualified for said county, personally came Eric E Wilhelm for Billette M Wilhelm 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.

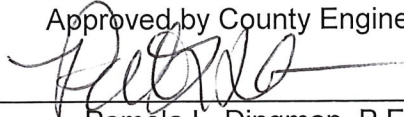
Witness my hand and notarial seal on this 28 day of March, 20 19



[Signature]
Notary Public
March 27 2023
My Commission Expires

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

COPY

DURABLE POWER OF ATTORNEY

I, **Billette M. Wilhelm**, 14000 South 12th Street, Roca, Nebraska 68430, revoke all prior Powers of Attorney (excluding Health Care Powers of Attorney) and appoint **Eric E. Wilhelm** whose current address is 8424 South 1st Street, Lincoln, Nebraska 68512, and whose current phone number is (402) 440-3488, to serve as my agent for me and in my name, place and stead, and on my behalf subject to the provisions of Paragraph 17 hereof, to do and execute all or any of the following acts, deeds and things as defined in the Nebraska Uniform Power of Attorney Act:

1. Real Property. To do all things permissible under Neb. Rev. Stat. §30-4027;
2. Tangible Personal Property. To do all things permissible under Neb. Rev. Stat. §30-4028;
3. Stocks and Bonds. To do all things permissible under Neb. Rev. Stat. §30-4029;
4. Commodities and Options. To do all things permissible under Neb. Rev. Stat. §30-4030;
5. Banks and Other Financial Institutions. To do all things permissible under Neb. Rev. Stat. §30-4031;
6. Operation of Entity or Business. To do all things permissible under Neb. Rev. Stat. §30-4032;
7. Insurance and Annuities. To do all things permissible under Neb. Rev. Stat. §30-4033;
8. Estates, Trusts and Other Beneficial Interests. To do all things permissible under Neb. Rev. Stat. §30-4034;
9. Claims and Litigation. To do all things permissible under Neb. Rev. Stat. §30-4035;
10. Personal and Family Maintenance. To do all things permissible under Neb. Rev. Stat. §30-4036;

11. Benefits from Governmental Programs or Civil or Military Service. To do all things permissible under Neb. Rev. Stat. §30-4037;

12. Retirement Plans. To do all things permissible under Neb. Rev. Stat. §30-4038; and

13. Taxes. To do all things permissible under Neb. Rev. Stat. §30-4039.

14. Health Care. I grant my agent authority to deal generally with doctors and other medical personnel, hospitals, nursing homes and care facilities, including the execution of all documents for admission to and release from such facilities, and to request, receive and review any information, verbal or written, regarding my physical or mental health, including medical and hospital records, to execute any releases or other documents that may be required in order to obtain such information, and to disclose such information to such persons or entities as my agent shall deem appropriate. By this document I hereby authorize all of my health care providers to disclose and release all information without restriction regarding my health care and health condition to the person or persons named to act as my agent in the introductory paragraph herein, and waive, as to my agent, my privacy rights under the Health Insurance Portability and Accountability Act (HIPAA). I understand that the information disclosed pursuant to this authorization may be disclosed by recipient and may no longer be protected by federal or state law. This authorization shall remain in effect during my lifetime.

15. Digital Information.

i) Statement of Intent. I intend to and do hereby give authority to my agent as provided in the Nebraska Revised Uniform Fiduciary Access to Digital Assets Act, §§ 30-501 *et seq.*, to control my digital devices and my digital information subject to any limits provided in this article.

ii) Agent May Receive Content of Electronic Communications. The powers granted to my Agent apply to all of my digital assets and to all of my digital information whether or not my Agent was the original user. My Agent may receive all of the content of any of my electronic communications which are held by me or by my Agent on my behalf. This is my consent to disclosure of all of the content of electronic communications to my agent.

iii) Agent's Power over Digital Devices and Information. My agent may fully exercise my power to access, modify, delete, control and transfer my digital information (except as provided in this article), including but not limited to,

my emails received, email accounts, digital music, digital photographs, digital videos, software licenses, social network accounts, file sharing accounts, financial accounts, websites, website contents, domain registrations, DNS service accounts, web hosting accounts, stores, affiliate programs, other online accounts and similar digital items which currently exist or may exist as technology develops or such comparable items as technology develops.

iv) Liability of Person Dealing with My Agent. No person dealing with my agent shall be required to inquire into the authority of my agent to act under this article. Unless that person has knowledge that my agent has no authority under this article, there shall be no liability for that person and that person may rely on my agent's representation of authority.

v) My Express Consent under Federal and State Law. This power of attorney is my express consent to the access by my Agent to any stored communications under the Stored Communications Act, 18 U.S.C. §§ 2701–2712, and to any digital devices or digital information under the Computer Fraud and Abuse Act, 18 U.S.C. § 1030. It is also my express consent to any such access under any state or federal law.

16. To do all other things necessary in connection herewith. Subject to limitations specifically provided herein, I grant my agent authority to do all other acts, deeds, matters, and things whatsoever in or about my estate, property, and affairs, or to concur with persons jointly interested with myself therein in doing all acts, deeds, matters, and things herein, either particularly or generally described, as fully and effectually to all intents and purposes as I could do in my own proper person if personally present, it being my intent to grant to my said agent a general power to act for me and in my behalf, and not a limited or special power, limited to the specific acts herein described.

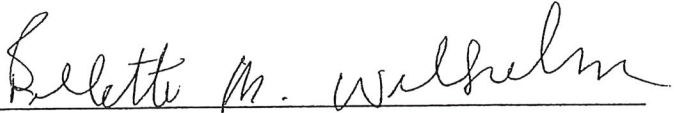
17. Power of attorney effective immediately and notwithstanding disability or incapacity of principal; continues in effect after principal's death until notice. Pursuant to Neb. Rev. Stats. §§ 30–4001 through 30–4045, I declare that the power of attorney shall take effect immediately and shall not be affected by my subsequent disability or incapacity, and that the authority granted herein shall continue during any period while I am disabled or incapacitated. All such authority shall continue after my death until my agent receives notice of my death.

18. Governing Law. This Agreement shall be construed under the laws of the State of Nebraska.

19. Counterparts. Any manually signed counterpart of this Agreement, and any copy of such certified to be a true copy by a notary public shall constitute an original.

IN WITNESS WHEREOF, I have signed and acknowledged this instrument this

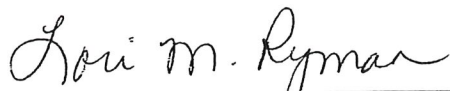
14 day of March, 2019.


Billette M. Wilhelm

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

BE IT KNOWN, that on the 14th day of March, 2019, before me personally appeared Billette M. Wilhelm above named, who is to me known to be the person described in and who executed the above Durable Power of Attorney, and acknowledged the same to be her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.


Notary Public

