

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

THIS AGREEMENT made and entered into by and between:

Adam and Maria Wackel
 688 County Rd. 2350
 Crete, NE. 68333

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. 29+00.00	to Sta. 29+75.00	a strip 33 - 55 ft. wide	Right side
From Sta. 29+75.00	to Sta. 30+18.13	a strip 55 ft. wide	Right side
From Sta. 30+18.13	to Sta. 30+21.34	a strip 55 - 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 No. CP-N-180, Tract No. 3 consisting of 0.04 acres, more or less, exclusive of existing right of ways situated in the Lot 15, Irregular Tract, located in the Northwest Quarter (NW ¼) of Section 04, Township 08 North, Range 5 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:

0.04 Acres @ \$ 6,000/Acre x 90%	\$ 216.00
Remove and Replace Fence	
8 Rods at \$ 100.00/Rod	\$ 800.00
Title Extension Fee	<u>\$ 55.00</u>
Contract Total	\$ 1,071.00

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

Executed by the Owner(s) this 16 day of October, 2019

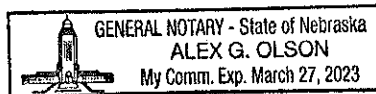
X [Signature]
Adam Wackel

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

State of Nebraska County of Lincoln Saline

Before me, a notary public qualified for said county, personally came Adam + Maria Wackel 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 16 day of October, 2019



[Signature]
Notary Public
March 27 2023
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, 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