

C-09-0604

Inst # 2010001865 Wed Jan 13 15:43:18 CST 2010
Filing Fee: \$0.00
Lancaster County, NE Assessor/Register of Deeds ^{oplocks} Office EASE
Pages 3

Page 1 of 3
Project No. C55-PQ-406 (2)
Saltillo Road (S 98th-S 120)
Tract 2

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

RECEIVED

NOV 18 2011

LANCASTER COUNTY
COUNTY CLERK

THIS AGREEMENT, made and entered into by and between:

Milton L. and Carol A. Talcott, Co-Trustees
8100 Rokeby Road
Lincoln, NE 68506

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:

From Sta. 616+24.13	to Sta. 617+50	a strip 100.47 - 52.84 ft. wide	Left side
From Sta. 624+00	to Sta. 626+00	a strip 65-08 - 78.85 ft. wide	Left side
From Sta. 626+00	to Sta. 627+00	a strip 78.85 - 70.73 ft. wide	Left side
From Sta. 632+00	to Sta. 633+00	a strip 78.14 - 94.98 ft. wide	Left side
From Sta. 633+00	to Sta. 633+91	a strip 94.98-72.93 ft. wide	Left side
From Sta. 633+91	to Sta. 641+00	a strip 72.93-53.27 ft. wide	Left side

Said temporary easement will be utilized more specifically for grading and shaping as shown on the approved plans for Project No. C55-PQ-406 (2), Tract 2, consisting of 0.31 acre, more or less, exclusive of existing statutory easements situated in Lot 22, I.T. of the SW 1/4 of Section 36, Township 9 North, Range 7 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:

0.31 acre at \$ 8,000.00/acre x 25%	<u>\$ 620.00</u>
Contract Total	\$ 620.00

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.

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.

Revised as to content 8-21-2000
Temp. Ease.
4-29-02

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

[Handwritten special provisions area, mostly crossed out with diagonal lines. Faint text is visible: "SPECIAL PROVISIONS A" and "Give all equipment..."]

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 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 16 day of NOV, 2009

x Milton L. Talcott (co-trustee)

x Carol A. Talcott (co-trustee)
(Signatures must be notarized, notary on reverse side.)

Executed by Lancaster County this 24th day of November, 2009

LANCASTER COUNTY
ENGINEERING DEPARTMENT
Approved by County Engineer

Don J. Brown

LANCASTER COUNTY
BOARD OF COMMISSIONERS

Bob Schorr
Mike Thomas
Bennie Lewis
Bob Hoffman
Hudkins Absent

APPROVED AS TO FORM

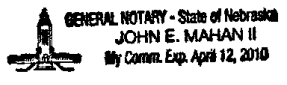
this 18 day of November, 2009

Thomas Fox
Deputy County Attorney

State of Nebraska County of Lancaster

Before me, a notary public qualified for said county, personally came Milton L. Talcott
Co-Trustee and Carol A. Talcott Co-Trustee
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 16th day of November, 2009



John E. Mahan II
Notary Public
April 12, 2010
My Commission Expires

State of Nebraska County of Lancaster

Before me, a notary public qualified for said county, personally came _____
Deb Schorr, Ray Stevens, Bonnie Heier, Bob Workman
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 24th day of November, 2009



Angela Zocholl
Notary Public
5/22/13
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