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

C-07-0376  
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SEP 13 2007

THIS AGREEMENT made and entered into by and between:

LANC. COUNTY CLERK

Christoph Corporation  
%Larry Schweitzer  
5120 N 57<sup>th</sup> Street  
Lincoln, NE 68507

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 direction and distances measured from section line as follows:

A portion of Lot D, Subdivision of the East 1/2 of Section 26 Township 10 North, Range 7 East of the 6<sup>th</sup> Principal Meridian in the City of Lincoln, Lancaster County, Nebraska, more particularly described as follows:

Commencing at the southeast corner of said Section 26, thence northerly on the east line of said Section 26, a distance of 33.00 feet, thence westerly along a line 33.00 feet north of and parallel to the south line of said Section 26, a distance of 95.00 feet to the Point of Beginning, thence continuing westerly along the previously described line, a distance of 15.00 feet, thence northerly along a line 110.00 feet west of and parallel to the east line of said Section 25, a distance of 20.00 feet, thence northeasterly along a line which deflects 18 degrees 9 minutes 14 seconds right, a distance of 73.82 feet, thence northerly along a line 87.00 feet west of and parallel to the east line of said Section 26, a distance of 250.00 feet, thence northeasterly along a line which deflects 7 degrees 58 minutes 11 seconds right, a distance of 50.49 feet, thence northerly along a line 80.00 feet west of and parallel to the east line of said Section 26, a distance of 152.68 feet, thence northwesterly along a line which deflects 6 degrees 34 minutes 18 seconds left, a distance of 174.75 feet, thence northerly along a line 100.00 feet west of and parallel to the east line of said Section 26, a distance of 326.69 feet to the north line of said Lot D, thence east along the north line of said Lot D, a distance of 40.00 feet, thence south along a line 60.00 feet west of and parallel to the east line of said Section 26, a distance of 327.50 feet, thence west along a line perpendicular to the previously described line, a distance of 10.00 feet, thence south along a line 70.00 feet west of and parallel to the east line of said Section 26, a distance of 665.09 feet, thence southwest along a line which deflects 45 degrees 28 minutes 55 seconds right, a distance of 35.06 feet, thence south along a line 95.00 feet west of and parallel to the east line of said Section 26, a distance of 27.00 feet to the Point of Beginning, containing an area of 24,833 sq. feet (0.57 Acres), more or less.

Said temporary easement will be utilized more specifically for grading and construction as shown on the approved plans for Project No. C55-K-412 (2), Tract 1, consisting of 24,833 SF (0.57 Acres), more or less, exclusive of existing statutory easements situated in Lot "D", of the East Half (E 1/2) of Section 26, Township 10 North, Range 7 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:

0.57 Acres at \$ 31,000.00/Acre x 10%

\$ 1,767.00

**Contract Total**

\$ 1,767.00

*C. Eng. Lane*

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

OWNER Retains Right to farm the land until  
start of construction

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 28 day of August, 2007

X Larry Schweitzer President  
X \_\_\_\_\_

(Signatures must be notarized, notary on reverse side.)

Executed by Lancaster County this 18 day of Sept, 2007

LANCASTER COUNTY  
ENGINEERING DEPARTMENT  
Approved by County Engineer

Don [Signature]

LANCASTER COUNTY  
BOARD OF COMMISSIONERS

Bob Schorr  
[Signature]  
[Signature]

APPROVED AS TO FORM

this 12 day of September, 2007

[Signature]  
Deputy County Attorney

Hudkins eye  
Workman absent

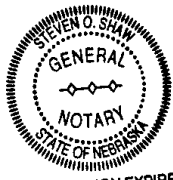
State of Nebraska County of Lincoln

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

Larry Schweitzer, President

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 August, 2007



Steven Shaw  
Notary Public

March 14, 2011  
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

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

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