

3009

5

Co. Engineer
Owner
Owner
Project Engineer
Lender

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

Sheet 1 of 2
Project No. M-5249(2)
Tract Nos. 5 and 7

THIS AGREEMENT, made and entered into this 19 day of Sept, 19 90, by and between Clayton K. Yeutter and wife, Lillian J. Yeutter
Address 1325 Merri Ridge Road McLean,
State of: Virginia Zip Code: 22101

hereinafter called the OWNER and the LANCASTER COUNTY ENGINEERING DEPARTMENT, hereinafter called the COUNTY.

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby grants to the COUNTY, Temporary Easement for road construction purposes to certain real estate described from the right-of-way of the proposed highway as follows:

From Sta.	33+75	to Sta.	34+25	, a strip	100	ft. wide	left	side
From Sta.	53+51	to Sta.	53+71	, a strip	20-0	ft. wide	left	side
From Sta.	58+74	to Sta.	59+74	, a strip	100	ft. wide	left	side

SPECIAL PROVISIONS

L70 NE 1/4, L83 SE 1/4

Said Temporary Easement will be utilized more specifically as follows: Channel construction and slope construction and as shown on approved plans for Project No. M-5249(2), Tract Nos. 5 and 7, consisting of 0.35 acre, more or less situated in Lots 70 and 83, irregular tracts in Section 15, Township 10 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 therefor within a reasonable time after the consummation of this Contract.

The County shall have an immediate right-of-entry upon the premises described above upon payment to the Owner of 100% due under this Contract less any fencing adjustments. Fence payments shall be made by the County upon notification from the Owner that the affected fencing has been moved and/or replaced. If affected fencing is not moved prior to the construction of said road project, the County reserves the right to remove said fence and place the fencing material on the Owner's property. Said fence payment shall be reduced by 50% if removal by the County becomes necessary. Payment is to be made by the County to the Owner for the easement area actually used, not including present public road, according to the following rate per acre.

The parties hereto shall be bound by an acreage figure which shall not vary ten percent (10%) from the acreage set forth below as an approximate figure. This amount shall be renegotiated when a variation in acreage exceeds these limitations.

It is further agreed that the interests to areas conveyed temporarily shall be during the period of construction and shall ease upon acceptance of the project by the County or as agreed in the Special Provisions of this Contract.

Yeutter.Tem

BRAD WALKER
COUNTY ENGINEER

2

Approx. 0.35 acre at \$2250.00 per acre \$ 787.50

CONTRACT TOTAL \$ 787.50

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.

This Contract shall be binding on both parties as soon as it is executed by both parties but, if the said Temporary Easement should not be required, the Contract shall terminate upon the payment of \$10.00 by the County to the Owner.

The representative of the Lancaster County Engineering Department, in presenting this Contract, has given me a copy and has explained all of its provisions. A complete explanation and understanding has been given of the terminology, phrases and statements contained in this Contract. It is understood that no promises, verbal agreements or understanding, except as set forth in the Contract, will be honored by the Lancaster County Engineering Department.

LANCASTER COUNTY ENGINEERING DEPARTMENT

LANCASTER COUNTY BOARD OF COMMISSIONERS

By Don R. Thomas
County Engineer

Kathy Gumpsey
Les Scher
John C. Cook
Samy Robbins
Marcia Malone

APPROVED AS TO FORM
THIS 27 DAY OF
Sept, 1990

OWNER(S)

[Signature]
County Attorney
Lancaster

X Clayton K. Gentry
X Leopold J. Gentry

LANCASTER COUNTY, NEB
Don Nette
REGISTER OF DEEDS

JAN 26 8 26 AM '93

ST. NO 93

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BLOCK
CODE
CHECKED
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ENTERED
[Signature]
EDITED
[Signature]
No fee