

LANCASTER COUNTY  
 ENGINEERING DEPARTMENT  
 RIGHT-OF-WAY CONTRACT  
 (Fee Simple)

THIS AGREEMENT made and entered into by and between:

GSK Consumer Health, Inc. (formerly known as Novartis Consumer Health, Inc.)  
 10401 Highway 6, Lincoln, NE 68517  
 Attn: Ron Convey, Manager, Facilities & Utilities

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 agrees to execute a Corporate Warranty Deed to the County. The real estate to be conveyed is described by stationing and distances measured from project section line as follows:

From Sta. 38+00.00	to Sta.38+50.00	a strip 33 - 40 ft. wide	Left side
From Sta. 38+50.00	to Sta.39+00.00	a strip 40 ft. wide	Left side
From Sta. 39+00.00	to Sta.39+25.00	a strip 40 - 50 ft. wide	Left side
From Sta. 39+25.00	to Sta.39+50.00	a strip 50 - 95 ft. wide	Left side
From Sta. 39+50.00	to Sta.40+00.00	a strip 95 ft. wide	Left side
From Sta. 40+00.00	to Sta.40+25.00	a strip 95 - 85 ft. wide	Left side
From Sta. 40+25.00	to Sta.40+50.00	a strip 85 - 60 ft. wide	Left side
From Sta. 40+50.00	to Sta.40+75.00	a strip 60 - 50 ft. wide	Left side
From Sta. 40+75.00	to Sta.41+75.00	a strip 50 - 33 ft. wide	Left side

as shown on the approved plans for Project No. CP-G-111, Tract No. 1 (the "Project"), consisting of 0.53 acres, more or less, inclusive of existing statutory easements ways situated in part of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE¼) of Section 25, Township 11 North, Range 7 East, of the 6<sup>th</sup> Principal Meridian, Lancaster County, Nebraska.

The County agrees to purchase the above described Corporate Warranty Deed and to pay therefore upon delivery by Owner of the Corporate Warranty Deed document attached hereto as Exhibit A, duly executed and notarized.

The said Corporate Warranty Deed will be prepared, furnished and recorded by the County at no cost to the Owner. If any other party holds an encumbrance against the affected real property herein described at the time of the delivery of the Corporate Warranty Deed, the County will procure and record the necessary partial release of the said encumbrance at no cost to the Owner jointly with the party or parties holding such encumbrance, unless such party or parties holding such encumbrance shall have, in writing, waived his right to receive such payment. Payment provided for in this contract constitutes total payment for this acquisition to all parties of fee interest in this real estate

The County shall have immediate possession of 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 for the property actually acquired, including fee interest in statutory easement, according to the following rate per acre:

0.20 Acres @ \$ 7,500/Acre	\$ 1,500.00
Statutory Easement	
0.33 Acre @ \$ 7,500/Acre x 10%	\$ 247.50
Title Extension Fee	\$ 55.00
Contract Total	\$ 1,802.50

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, but such payment shall in no way limit or modify the County's indemnification obligations under the Corporate Warranty Deed. 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 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 the survey corners at the new property line and to set additional corners as may be created by the acquisition 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.

#### SPECIAL PROVISIONS

Each Party has the full right, power, authority and capacity to enter into this Agreement, and each individual signing this Agreement on behalf of an entity represents and warrants that he or she has the full right, power, authority and capacity to sign this Agreement on behalf of the entity for which he or she has signed this Agreement, and no consent, approval, filing or other action is required as a condition to or in connection with the execution, delivery and performance of this Agreement by him or her (that has not been obtained or taken).

This Agreement contains the entire agreement and understanding between the Parties pertaining to the subject matter herein and supersedes any and all prior and/or contemporaneous oral or written agreements and understandings, if any, of the Parties in connection therewith. No change, alteration, modification, termination or amendment of this Agreement shall be effective or binding unless set forth in a written instrument signed by all the Parties.

This Agreement shall be governed by the laws of the State of Nebraska without regard to choice of law or conflicts of law principles. If any term of this Agreement is held invalid or unenforceable to any extent, then the remaining terms of this Agreement shall not be affected thereby, but each term of this Agreement shall be valid and enforced to the fullest extent permitted by law.

This Agreement may be executed in counterparts and each such fully-executed counterpart shall constitute an original, all of which together shall constitute one and the same written agreement, and be binding and effective as to all of the Parties. The exchange of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement by the Parties.

The Parties agree to execute and deliver instruments and take such other actions as may be reasonably requested by the Parties in order to effectuate and implement the terms set forth in this Agreement.

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 with respect to Lancaster County's exercise of its rights under this contract and Corporate Warranty Deed. 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 5<sup>th</sup> day of September, 2017

GSK Consumer Health, Inc.

By *William J. Mosher*  
Name: William J. Mosher  
Title: Vice President and Secretary

COMMONWEALTH OF PENNSYLVANIA )

) ss:

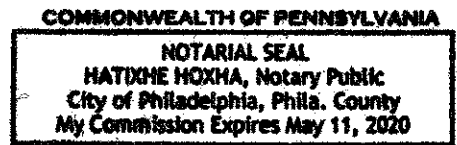
COUNTY OF PHILADELPHIA )

On this, the 5<sup>th</sup> day of September, 2017, before me a notary public, the undersigned officer, personally appeared William J. Mosher, who acknowledged himself to be Vice President and Secretary of GSK Consumer Health, Inc., a Delaware corporation and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

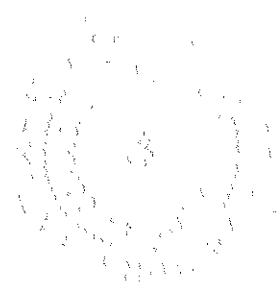
IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

*Hatixhe Hoxha*  
Notary Public  
My commission expires: May 11, 2020

(SEAL)




[signatures continued on the next page]



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 \_\_\_\_\_

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

EXHIBIT A  
CORPORATE WARRANTY DEED  
(see attached)

Lancaster County  
444 Cherrycreek Rd.  
Bldg. C  
Lincoln, NE 68528

#### CORPORATE WARRANTY DEED

That GSK Consumer Health, Inc. (formerly known as Novartis Consumer Health, Inc.), herein called the "Grantor", record owner of the property hereinafter described, for and in consideration of the sum of One and 00/100 Dollars (\$1.00), duly paid, the receipt whereof is hereby acknowledged and the further consideration of the performance of the covenants and agreements by Grantee as hereinafter set out expressed does grant, bargain, sell, convey and confirm unto Lancaster County, a governmental subdivision, herein called the "Grantee", whether one or more, the following legally described real property in Lancaster County, Nebraska, to wit:

A part of the SE  $\frac{1}{4}$ , of the SE  $\frac{1}{4}$ , of Section 25, Township 11 North, Range 7 East of the 6th Principal Meridian, Lancaster County, Nebraska, more particularly described as follows:

Beginning at the southeast corner of said SE  $\frac{1}{4}$ ; thence with an assumed bearing of North 89 Degrees, 26 Minutes, 25 Seconds West, with the south line of said SE  $\frac{1}{4}$ , a distance of 440.60 feet to a point; thence North 00 Degrees, 33 Minutes, 35 Seconds East, perpendicular to the south line of said SE  $\frac{1}{4}$ , a distance of 33.00 feet to a point; thence North 82 Degrees, 35 Minutes, 25 Seconds East, a distance of 50.49 feet to a point, said point being located 40.00 feet north of as measured perpendicular to the south line of said SE  $\frac{1}{4}$ ; thence South 89 Degrees, 26 Minutes, 25 Seconds East, 40.00 feet north of and parallel with the south line of said SE  $\frac{1}{4}$ , a distance of 50.00 feet to a point; thence North 68 Degrees, 45 Minutes, 30 Seconds East, a distance of 26.93 feet to a point, said point being located 50.00 feet north of as measured perpendicular to the south line of said SE  $\frac{1}{4}$ ; thence North 29 Degrees, 36 Minutes, 52 Seconds East, a distance of 51.48 feet to a point, said point being located 95.00 feet north of as measured perpendicular to the south line of said SE  $\frac{1}{4}$ ; thence South 89 Degrees, 26 Minutes, 25 Seconds East, 95.00 feet north of and parallel with the south line of said SE  $\frac{1}{4}$ , a distance of 50.00 feet to a point; thence South 67 Degrees, 38 Minutes, 20 Seconds East, a distance of 26.93 feet to a point, said point being located 85.00 feet north of as measured perpendicular to the south line of said SE  $\frac{1}{4}$ ; thence South 44 Degrees, 26 Minutes, 25 Seconds East, a distance of 35.36 feet to a point, said point being located 60.00 feet north of as measured perpendicular to the south line of said SE  $\frac{1}{4}$ ; thence

South 67 Degrees, 38 Minutes, 20 Seconds East, a distance of 26.93 feet to a point, said point being located 50.00 feet north of as measured perpendicular to the south line of said SE ¼; thence South 79 Degrees, 47 Minutes, 32 Seconds East, a distance of 101.43 feet to a point, said point being located 33.00 feet north of as measured perpendicular to the south line of said SE ¼; thence South 89 Degrees, 26 Minutes, 25 Seconds East, 33.00 feet north of and parallel with the south line of said SE ¼, a distance of 65.32 feet to a point of intersection with the east line of said SE ¼; thence South 00 Degrees, 04 Minutes, 56 Seconds West, with the east line of said SE ¼, a distance of 33.00 feet the point of beginning.

Containing 0.53 acres, more or less, of which 0.33 acres, more or less, is existing county road right of way, making a net additional right of way of 0.20 acres, more or less.

TO HAVE AND TO HOLD the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the Grantee and to Grantees successors and assigns forever.

And the Grantor does hereby covenant with the Grantee and with Grantees successors and assigns that Grantor is lawfully seized of said premises; that they are free from encumbrance except for easements and restrictions of record; that Grantor has good right and lawful authority to convey the same; and that Grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

In witness whereof the Grantor has signed this \_\_\_\_\_ day of August, 2017.

GSK Consumer Health, Inc.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA )

) ss:

COUNTY OF PHILADELPHIA )

On this, the \_\_\_\_ day of August, 2017, before me a notary public, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged him/herself to be \_\_\_\_\_ of GSK Consumer Health, Inc., a Delaware corporation (formerly known as Novartis Consumer Health, Inc) and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by him/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

\_\_\_\_\_  
Notary Public  
My commission expires:

(SEAL)