

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

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That, H. Gale Williams and Ellen S. Williams, herein called the "Grantor", record owner of the real 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 and expressed does hereby grant, remise and relinquish unto Lancaster County, a governmental subdivision of the State of Nebraska, herein called "Grantee", permanent easement for drainage on the following legally described real estate depicted on Drainage Easement Exhibit "A" situated in Lancaster County, Nebraska, to wit:

Legal description for a Drainage Easement located in Lot 18 of Irregular Tracts, said Irregular Tract being located in the Northeast Quarter of Section 25, Township 8 North, Range 5 East of the 6th P.M., Lancaster County, Nebraska, and more particularly described as follows:

Beginning at the Northwest corner of Lot 1, Kicking Bird Subdivision, said corner being located on the Easterly 60.00' Right-of-Way line of Southwest 62nd Street; thence in an Easterly direction on the North line of said Lot 1, and on the South line of the East half of the Northeast Quarter of said Section 25, and on an assumed bearing of S 89°19'14" E, for a distance of 28.00'; Thence N 00°08'51" W on a line 28.00' East of and parallel to the West line of said Lot 1, Kicking Bird Subdivision, extended north for a distance of 95.00'; Thence N 89°13'20" W, for a distance of 108.01'; Thence S 00°08'51" E on a line 20.00' West of and parallel to the East line of Lot 5, Block 1, Wendelin Estates 3rd Addition, extended North for a distance of 95.02' to a point on the North line of said Lot 5 and on the South line of the West half of the Northeast Quarter of said Section 25; Thence S 89°07'25" E on the North line of said Lot 5, and on the South line of the West half of the Northeast Quarter of said Section 25, for a distance of 20.00' to the Northeast corner of said Lot 5, said point being located on the Westerly 60.00' Right-of-Way line of Southwest 62nd Street Thence N 00°08'51" W on the Westerly 60.00' Right-of-Way line of SW 62nd Street extended North, for a distance of 80.00'; Thence S 89°13'20" E, for a distance of 60.01' to a point on the Easterly 60.00' Right-of-Way line of Southwest 62nd Street extended North; Thence S 00°08'51" E on the Easterly 60.00' Right-of-Way line of Southwest

62nd Street extended North, for a distance of 80.00' to the POINT OF BEGINNING and containing a calculated area of 5,464.55 Square Feet or 0.125 Acres, more or less.

TO HAVE AND TO HOLD unto Lancaster County, Nebraska, its successors and assigns, the right to construct, use and maintain on the land herein described utilities, such slopes as are necessary to retain and support the County road, the construction and/or extension of drainage structures and/or the construction of a drainage channel or drainage ditch and so long as such utilities, slopes, drainage structure, drainage channel or drainage ditch is used and maintained, the right of ingress and egress to said property herein described from the County road for the purpose of inspecting, repairing, and maintaining the said utilities, slopes, drainage structure, drainage channel and/or drainage ditch located thereon at the will of the Grantee, it being the intention of the parties hereto that the Grantee shall have the right to assign, grant and dedicate utility easements and that Grantor is hereby granting the uses herein specified without divesting Grantor of title and ownership of the rights to use the above described property for any purpose that does not interfere with the uses herein granted.

The Grantor, in consideration of the payments herein stated, agrees not to construct buildings, ornamental fences or other improvements which may be damaged by the Grantees uses herein specified. If the Grantor chooses to make such improvements, Grantor hereby waives all claims for damages which may occur from the Grantees use as herein specified with the exception of necessary fence removal and replacement costs, or damages caused by negligence of the Grantee.

THIS INSTRUMENT, and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

In witness whereof the Grantor has signed this ___ day of _____, 20__.

X _____
H. Gale Williams

X _____
Ellen S. Williams
(Signatures must be notarized)

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



Drainage Easement Exhibit A

Lancaster County, Nebraska

Phone (402) 434-2686
Fax (866) 215-8747

ALLIED SURVEYING AND MAPPING, INC.

8535 Executive Woods Drive - Suite 200 - Lincoln, Nebraska 68512

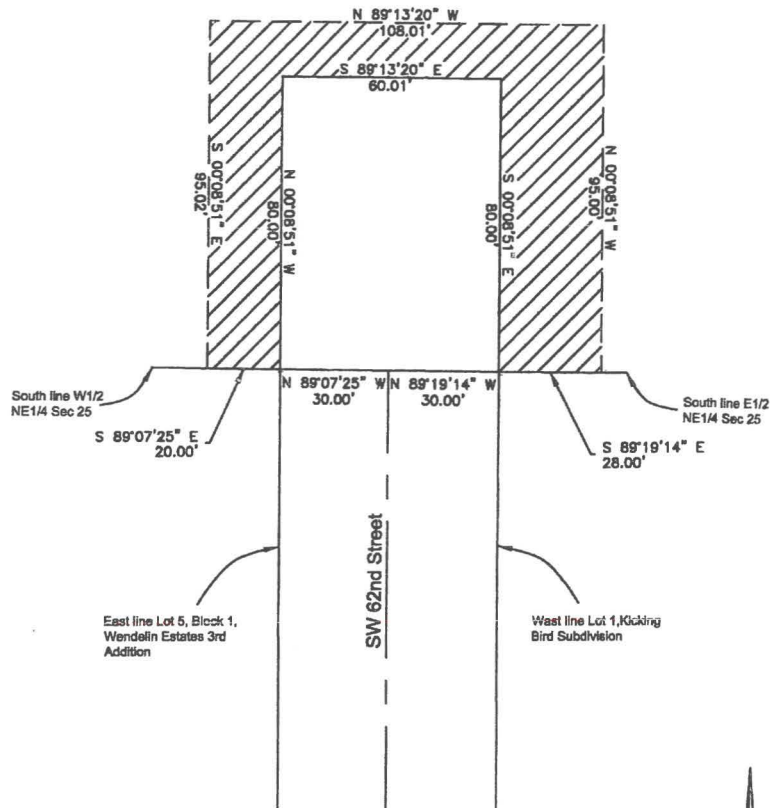
Survey Part of Lot 18 of Irregular Tracts

located in the Northeast Quarter

of Section 25 T. 8.N. R. 5E. of the 6th P.M.

Job No. 2017-0029

February 2017



Scale: 1"=40'

SURVEYORS CERTIFICATE

I hereby certify that I have accurately surveyed the property in the above plat. Capped rebar were set at points marked "o". All dimensions are in feet or decimals of a foot.

Signed this 2nd day of February 2017.

NAME Richard Kingman
RICHARD KINGMAN

Surveyor's License # 595
Nebraska L.S.

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

WARRANTY DEED

H. Gale Williams and Ellen S. Williams, called the Grantor, whether one or more, in consideration of One and 00/100 Dollars (\$1.00) and other valuable consideration received from Grantee, 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:

Legal description for a 60'x 80' tract of land for public road Right-of-Way dedication as depicted on Exhibit "A" located in Lot 18 of Irregular Tracts, said Irregular Tract being located in the Northeast Quarter of Section 25, Township 8 North, Range 5 East of the 6th P.M., Lancaster County, Nebraska, and more particularly described as follows:

Beginning at the Northeast corner of Lot 5, Block 1, Wendelin Estates Third Addition, said corner being located on the Westerly 60.00' Right-of-Way line of Southwest 62nd Street; thence in a Northerly direction on the Westerly 60.00' Right-of-Way line of said Southwest 62nd Street extended North, and on an assumed bearing of N 00°08'51" W, for a distance of 80.00'; Thence S 89°13'20" E, a distance of 60.01' to a point on the Easterly 60.00' Right-of-Way line of Southwest 62nd Street extended North; Thence S 00°08'51" E on the Easterly 60.00' Right-of-Way line of Southwest 62nd Street extended North, for a distance of 80.00' to the Northwest corner of Lot 1, Kicking Bird Subdivision; Thence N 89°19'14" W on the South line of said Lot 18 and on the South line of the East half of the Northeast Quarter of said Section 25, for a distance of 30.00' to the Southwest corner of the East half of the Northeast Quarter of said Section; Thence N 89°07'25" W on the South line of said Lot 18 and on the South line of the West half of the Northeast Quarter of said Section 25, for a distance of 30.00' to the POINT OF BEGINNING and containing a calculated area of 4,801.55 Square Feet or 0.11 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 _____ 20__

X _____
H. Gale Williams

X _____
Ellen S. Williams

(Signatures must be notarized)

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



Exhibit A

Lancaster County, Nebraska

Phone (402) 434-2686
Fax (866) 215-8747

ALLIED SURVEYING AND MAPPING, INC.

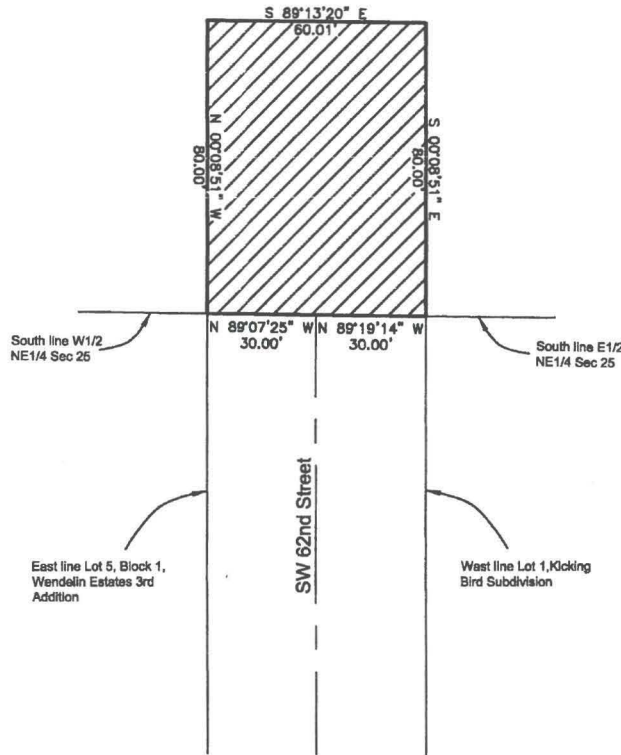
8535 Executive Woods Drive - Suite 200 - Lincoln, Nebraska 68512

Survey Part of Lot 18 of Irregular Tracts

located in the Northeast Quarter of Section 25 T. 8 N. R. 5 E. of the 6th P.M.

Job No. 2017-0029

February 2017



SURVEYORS CERTIFICATE

I hereby certify that I have accurately surveyed the property in the above plat. Capped rebar were set at points marked "o". All dimensions are in feet or decimals of a foot.

Signed this 2nd day of February 2017.

NAME Richard Kingman
RICHARD KINGMAN

Surveyor's License # 595
Nebraska L.S.

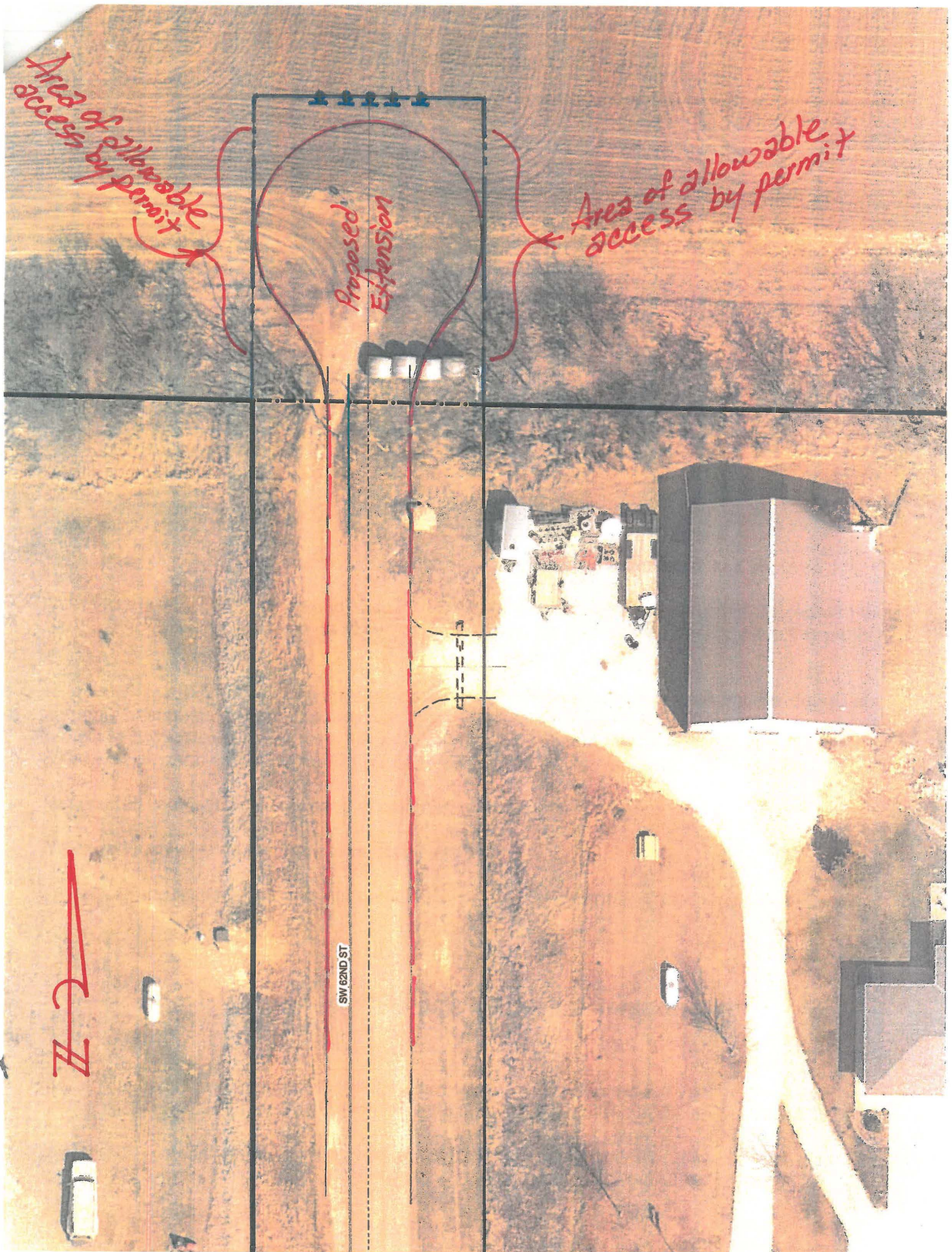
Area of allowable
access by permit

Area of allowable
access by permit

Proposed
Extension

SW 62ND ST

72



AGREEMENT

This Agreement is entered into this _____ day of _____, 2017, by and between H. Gale Williams and Ellen S. Williams, 3344 E. Pershing Rd., Lincoln, Nebraska 68502, hereinafter referred to as “Landowner,” and the County of Lancaster, Nebraska, hereinafter referred to as “the County,” on behalf and at the request of the Lancaster County Engineer’s Office (“Engineer”). Collectively the County and the Landowner may be referred to as “Parties,” and individually each may be referred to as a “Party.”

WHEREAS, general supervision and control of the public roads of the County is vested in the Board of County Commissioners of Lancaster County, Nebraska, (the “Board”) pursuant to Neb. Rev. Stat. § 39-1402;

WHEREAS, the Engineer, in the Engineer’s capacity as Lancaster County Highway Superintendent, has control, government, and supervision of all the public roads and bridges in the county under the general supervision and control of the Board pursuant to Neb. Rev. Stat. § 39-1507;

WHEREAS, Landowner desires to build the road frontage described herein to establish road access to the property legally described as:

Lot 18 irregular tracts located in the NE ¼ of Section 25, T8N, R5E of the 6th P.M., Lancaster County, Nebraska (“the Property”);

WHEREAS, the Engineer has recommended that the Board facilitate Landowner’s obtaining such access to the Property, under the terms and conditions herein;

WHEREAS, the Board accepts the Engineer’s recommendation; and

WHEREAS, the County and the Landowner desire to set forth their understanding in writing;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the Parties as follows:

1) Term: The Term of this Agreement shall be from the date of execution of this Agreement by both Parties through the satisfaction of all of the terms and conditions provided herein, except that Section 5 shall survive termination of this Agreement.

2) Landowner shall:

a) Deliver to Engineer:

i) Properly executed and notarized documents of conveyance as depicted in Attachments A (easement) and B (warranty deed), which Attachments

are attached hereto and incorporated herein by this reference; and

ii) Any filing fees required by the Lancaster County Register of Deeds to record the documents of conveyance required by this Agreement.

b) Complete the Improvements described in Attachment C, according to the specifications provided therein, which Attachment is attached hereto and incorporated herein by this reference. For purposes of this Agreement, the Improvements on those portions of the Property legally described in Attachments A and B may be referred to as “the road frontage.”

i) The Improvements described in Attachment C shall be deemed complete upon final inspection and approval by the Engineer.

c) When the Improvements to the road frontage are complete and the documents of conveyance have been recorded, file with the Engineer an access application for a field drive along the road frontage to the west or to the east of the road frontage, as depicted in Attachment D, which Attachment is attached hereto and incorporated herein by this reference.

3) County shall:

a) Upon receipt of the documents of conveyance and the filing fees, record the documents of conveyance and pay the filing fees to the Lancaster County Register of Deeds.

b) Upon notice from Landowner, inspect the road frontage for completeness, and, in Engineer’s sole discretion, communicate to Landowner the Engineer’s approval or rejection of the road frontage to Landowner. However, Engineer shall not unreasonably reject the road frontage.

c) When the improvements in Attachment C are completed and the documents of conveyance have been recorded, then, upon receipt of Landowner’s access application for a field drive along the road frontage to the west or the east, as depicted in Attachment D, process Landowner’s application according to the Engineer’s usual practice. Engineer shall not unreasonably reject Landowner’s application.

4) The Parties expressly agree that this Agreement does not provide for County maintenance of the road frontage. County shall not maintain the road frontage unless and until:

a) All the roads in the Kicking Bird Subdivision, Section 25, Township 8 North, Range 5 East of the 6th P.M., are accepted for County maintenance pursuant to applicable Lancaster County Resolutions; and

b) After all the roads in the Kicking Bird Subdivision are accepted for County maintenance pursuant to applicable Lancaster County Resolutions, the road frontage is accepted for County maintenance pursuant to applicable Lancaster County Resolutions.

Until County accepts the road frontage for County maintenance pursuant to applicable Lancaster County Resolutions and as provided herein, maintenance of the road frontage shall be the sole responsibility of Landowner.

5) Hold Harmless: Landowner shall indemnify and hold harmless the County, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorney’s fees), arising out of or resulting from the performance of this Agreement that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by the Landowner, its employees, agents, representatives, or independent contractors, either directly or indirectly employed by Landowner. This Section 5 will not require Landowner to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the negligence of the County.

6) Severability: If any portion of the Agreement is held invalid, the remainder hereof shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.

7) Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska.

8) Notices: All notices, request for services, or other communications provided under this Agreement shall be in writing and shall be given to the County or the Landowner at the address set forth below or such other address as either may specify hereafter in writing:

County:

Lancaster County Engineer’s Office
c/o Ken Schroeder
Lancaster County Surveyor
444 Cherrycreek Road, Bldg. C
Lincoln, Nebraska 68528

Landowner:

H. Gale and Ellen S. Williams
3344 E. Pershing Rd.
Lincoln, Nebraska 68502

Such notice or other communication may be mailed by United States Certified mail, return receipt requested postage prepaid and may be deposited in a United States Post Office Box or a depository for the receipt of mail regularly maintained by the Post Office. Such notices or communication may also be delivered by hand. For the purpose of the Agreement, all notices will be deemed to have been given upon the date of the personal delivery or three days after having been deposited in the United States Post office as proved above.

9) Entire Agreement: The Parties hereby agree that this Agreement constitutes the entire understanding of the Parties and supersedes all prior contracts, agreements, and negotiations between the Parties whether verbal or written. To the extent any provisions of this Agreement conflict with the provisions of any of the attachments to this Agreement, the provisions of this Agreement shall prevail.

10) Forbearance Not Waiver: County's failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of County's rights.

11) Third Party Rights: This Agreement is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties to this Agreement. County shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than Landowner.

DRAFT

EXECUTED this _____ day of _____, 2017, by Landowner.

BY: _____

NAME: _____

BY: _____

NAME: _____

DRAFT

EXECUTED this _____ day of _____, 2017, by Lancaster County, Nebraska.

BY: LANCASTER COUNTY BOARD OF
COUNTY COMMISSIONERS

APPROVED AS TO FORM
this ____ day of _____, 2017

Deputy County Attorney for
JOE KELLY, County Attorney

APPROVED BY LANCASTER COUNTY
ENGINEER'S OFFICE

Pamela Dingman
Lancaster County Engineer

DRAFT