

ACCESSORY BUILDING AGREEMENT

This Agreement is entered into by and between **Robert P. Findley and Kathy J. Findley, Husband and Wife**, (“Owner”, whether one or more) and Lancaster County, Nebraska, a political subdivision of the State of Nebraska (“County”), for the purpose of clarifying the legal status and establishing certain restrictions on the use of a building located upon the following described real estate:

Findley Addition, Lot 2, located in the NW ¼ of Section 23, Township 8 North, Range 7 East, of the 6th P.M., Lancaster County, NE (“Property”).

The parties to this Agreement agree:

1. Owner is the titleholder, and in possession, of the Property.
2. As depicted in Exhibit A, a copy of which is attached hereto and hereby incorporated herein by this reference, there is a building located on the Property (“Accessory Building”). The Accessory Building includes improvements, including a kitchen, laundry room, bathrooms, that commonly are included in a dwelling unit, together with spaces that could be used as sleeping quarters.
3. Owner warrants and agrees that the Accessory Building is not, and will not be, occupied as a dwelling unit. Owner acknowledges and agrees that occupancy of the Accessory Building as a dwelling unit would be a violation of the Lancaster County Zoning Resolution.
4. Owner further warrants and agrees that the Accessory Building shall be used only and exclusively for agricultural purposes on a farmstead of twenty acres or more which produces one thousand dollars or more of farm products each year (“Agricultural Uses”). Owner acknowledges and agrees that using the Accessory Building for uses besides Agricultural Uses would cause the placement of the Accessory Building to constitute a violation of the Lancaster County Zoning Resolution.
5. Owner hereby consents to reasonable inspection of the Accessory Building by the City of Lincoln Building and Safety Department, for the sole and exclusive purpose of monitoring and enforcing this Agreement, upon no less than seventy-two (72) hours’ written notice. There shall be no more than two (2) inspections of the Accessory Building during any twelve (12) month period pursuant to this Agreement. Notice shall be made in writing to the Owner’s address provided below:

16600 S. 82nd St.
Roca, Nebraska, 68430

Notice shall be deemed to have been received by Owner (a) when delivered in person; (b) one (1) business day after being deposited with a reputable overnight air courier service;

or (c) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested.

Either party may from time to time change the notice address set forth herein by delivering thirty (30) days' advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

For purposes of this section, the address for the County shall be:

City of Lincoln
Department of Building and Safety
555 S. 10th Street, Suite 203
Lincoln, Nebraska 68508

5. County agrees that the Accessory Building may remain on the Property in its current configuration and at its current location, and may be used for Agricultural Purposes by Owner.

6. Upon Owner's recording an executed copy of this Agreement in the Office of the Register of Deeds for Lancaster County, Nebraska, and presenting reasonable proof of such recording to the County, the County agrees to issue to Owner a building permit for a residence on the Property.

7. The parties to this Agreement hereby agree this Agreement shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

EXECUTED this 5th day of January, 2018, by Owner.

BY: Robert P. Findley

Robert P. Findley, Husband

BY: Kathy J. Findley

Kathy J. Findley, Wife

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 5 day of January, 2017, by Robert P Findley.

State of Nebraska -- General Notary
SARAH L LAHR
My Commission Expires
December 3, 2019

Sarah L Lahr
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 5 day of January, 2017, by Kathy J Findley.

State of Nebraska -- General Notary
SARAH L LAHR
My Commission Expires
December 3, 2019

Sarah L Lahr
Notary Public

EXECUTED this _____ day of _____, 20____, by County.

BY: THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

APPROVED AS TO FORM
this ____ day of _____, 20__

Deputy County Attorney for
JOE KELLY, County Attorney

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____,
2017, by

County Commissioners of the Board of County Commissioners of the County of
Lancaster, Nebraska.

Notary Public