

ACCESSORY BUILDING AGREEMENT

This Agreement is entered into by and between Ardith J. Korver Revocable Trust (“Owner”) 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:

Lot 8, Northeast Quarter, Section 26, Township 7 North, Range 8 East of the 6th P.M., Lancaster County, Nebraska (“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 fixtures that are commonly included in a dwelling unit, together with spaces which 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.
4. 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 the Agreement, upon no less than seventy-two (72) hours’ written notice. There shall be no more than one (1) inspection 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:

17381 Pella Road
Adams, NE 68301

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) four (4) 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 South 10th Street, Suite 203
Lincoln, Nebraska 68508

EXECUTED this ____ day of _____, 2018 by County.

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

APPROVED AS TO FORM
this ____ day of _____, 2018.

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 _____, 2018, by Todd Wiltgen, Roma Admundson, Deb Schorr, Bill Avery and Jennifer Brinkman, County Commissioners of the Board of County Commissioners of the County of Lancaster, Nebraska.

Notary Public

Exhibit A

PELLA ROAD

1255.88'

345'-6"

395'-6"

EXISTING GARAGE

18'

34.0'

51.33'

16.8'

EXISTING RESIDENCE

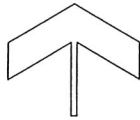
72'

76'-4"

1262.84'

EXISTING ROAD

creek line



SITE PLAN

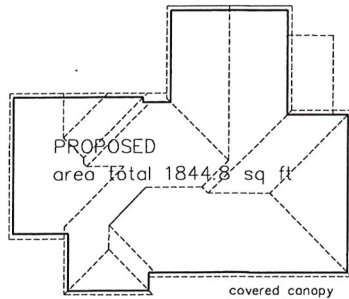
1"=60'

ADDRESS: 17381 PELLA ROAD
KELVIN AND ARDITH KORVER
S 26 T 7 R 8 6HT LOT 8
34.93 ACRES

ZONED "AG" LANCASTER COUNTY

1085'

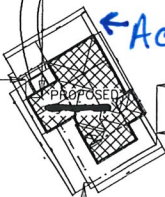
ACCESS ROAD



PROPOSED
area total 1844.8 sq ft

covered canopy
lake portico

ENLARGED
FACILITY USE PLAN 1"=20'



← Accessory Building

100'

224'-0" +-

196'-0"

112'-6"

124'

1262.84'

creek line

flood line

188.71'

221.83'

111.76'

90.66'

104.4'

86.55'

37.81'