

ACCESSORY BUILDING AGREEMENT

This Agreement is entered into by and between Matthew L. Anderson & Jessica M. Monroe (“Owners”) 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, located in the northeast quarter of Section 36, Township 8, Range 5 East of the 6th Principal Meridian, 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 bathroom, laundry room, kitchenette and closet 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. Owner agrees that the Accessory Building shall not be served by separate electrical service from that which is metered to the dwelling on the Property, and shall not be connected to septic or other sanitary sewer disposal facilities other than that which serves the dwelling on the Property.
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 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:

6285 West Sprague Road
Crete, NE 68368

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 his 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. Owner acknowledges and agrees that occupancy of the Accessory Building as a dwelling unit would be a violation of the Lancaster County Zoning Resolution.
6. County agrees that the Accessory Building may remain on the Property in its current configuration and may be used as an accessory building by Owner.
7. The County agrees to issue to Owner, upon execution of this Agreement being recorded in the Office of the Register of Deeds for Lancaster County, Nebraska, a Building Permit No. BC180024.
8. 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.

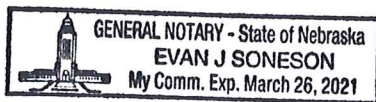
EXECUTED this 21st day of March, 2018, by Owners.

BY: Matthew L. Anderson
Matthew L. Anderson

BY: Jessica M. Monroe
Jessica M. Monroe

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 21st day of March,
2018, by Matthew Anderson Jessica Monroe



[Signature]
Notary Public

EXECUTED this _____ day of _____, 2018, by County.

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

APPROVED AS TO FORM
this ____ day of _____, 2018

Deputy County Attorney for
Pat Condon, County Attorney

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____,
2018, by

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

Notary Public

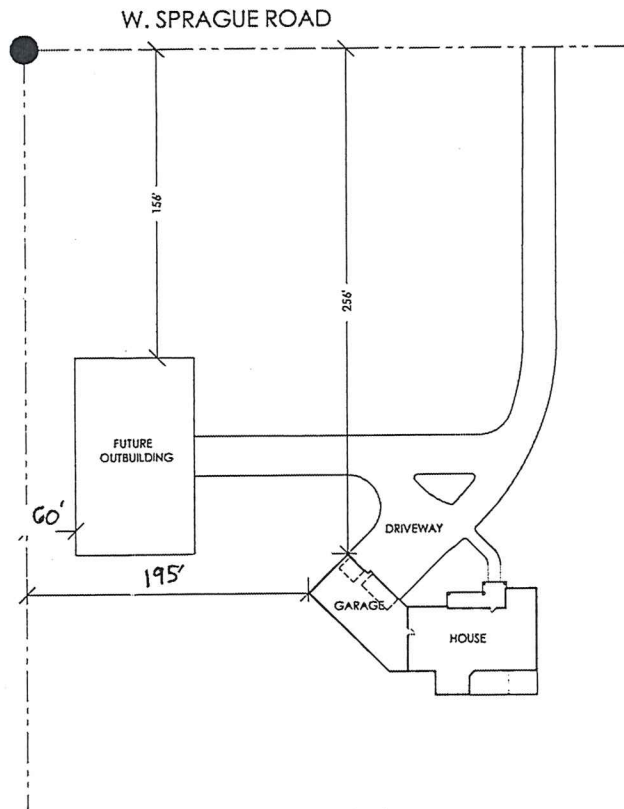
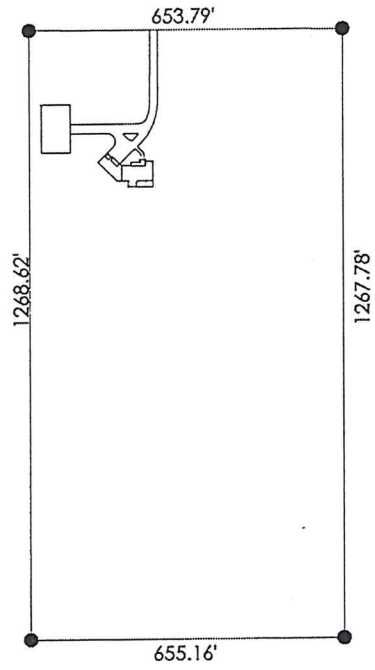


Exhibit 'A'



LEGAL DESCRIPTION
 LOT 8, IRREGULAR TRACT LOCATED IN THE NE QUARTER
 1/4 OF SECTION 36, TOWNSHIP #8 NORTH, RANGE
 3 EAST OF THE 8TH P.M., LANCASTER COUNTY, NEBRASKA

 SITE PLAN