

ACCESSORY BUILDING AGREEMENT

This Agreement is entered into by and between Timothy G. Aschoff & Linda E. Aschoff (“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 20, located in the northwest quarter of Section 33, Township 10, 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, kitchen cabinets and rec room 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:

1950 SW 112th Street
Lincoln, NE 68532

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.

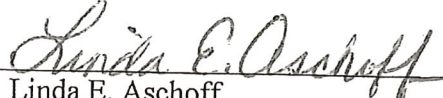
For purposes of his section, the address for the County shall be:

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. BC180078.
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 May, 2018, by Owners.

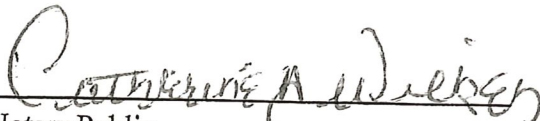
BY: 
Timothy G. Aschoff

BY: 
Linda E. Aschoff

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 21 day of May, 2018, by Linda E. Aschoff and Timothy G. Aschoff.




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



A2

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DISCLAIMER:
THESE PLANS ARE TO
BE READ BY DIMENSIONS
ONLY. DO NOT SCALE.
PLEASE CALL FOR
DIMENSION ASSISTANCE.

TIM ASCHOFF
FLOORPLAN
DENTON, NE



86360 HWY 121
Osmond, Nebraska 68765
COMMERCIAL-AGRICULTURAL
WE ARE PROUD TO BE A PART OF SO MANY QUALITY PROJECTS ALL ACROSS
NEBRASKA. PHONE: 402-749-3327 FAX: 402-749-3327

Drawn by:
t.schultze
Date:
2-20-18
File no: