

DEED RESTRICTION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the County of Lancaster, Nebraska ("County") and **STEPHEN WALLING**, a single person ("Owner") for the WALLING, a single person, (hereinafter "Owner") for the purpose of establishing restriction on potential transfers of ownership regarding property located at 14000 N.W. 27th Street and legally described as follows:

Lot Eleven (11) of Irregular Tracts in the Southwest Quarter (SW1/4) of Section 4, Township (11) North, Range 6 East of the 6th P.M., Lancaster County, Nebraska ("Property").

Singular references to the parties shall include the plural and vice versa.

WHEREAS, Owner owns Property, which is located in an AG Agricultural Zoning District and is occupied by a single-family dwelling.

WHEREAS, Owner desires to construct an ADU on the Property to be used as an accessory use to the single-family dwelling.

WHEREAS, Section 4.011 of the 1979 Lancaster County Zoning Resolution provides that, "[a]ccessory uses permitted in the 'AG' Agricultural District are accessory buildings and uses customarily incidental to any of the permitted uses in the district."

WHEREAS, on or about July 10, 2019, the Owner, by and through Wade and Kelli Walling, requested approval of County Special Permit No. 19030 ("Special Permit") for an Accessory Dwelling Unit ("ADU") under the provisions of Section 13.050 of the 1979 Lancaster County Zoning Resolution on Property.

WHEREAS, on July 10, 2019 the Lincoln-Lancaster County Planning Commission approved the Special Permit for an ADU subject to certain conditions. One condition being that said Owner agree, prior to issuance of any building permits, that the ADU cannot be sold separately from the principal dwelling.

WHEREAS, Section 13.050(4) of the 1979 Lancaster County Zoning Resolution provides:

The owner of the lot shall file with the Register of Deeds, a deed restriction agreement on the property stating that the accessory dwelling cannot be sold separately from the principal dwelling. The deed restriction agreement shall be filed prior to any building permit for the ADU.

WHEREAS, the County is willing to issue to Owner, upon execution of this Agreement and the Agreement being recorded in the Office of Register of Deeds for Lancaster County, Nebraska, any required building permits to construct the ADU on the Property, provided the Owner agrees the ADU may not be sold, conveyed or otherwise transferred separately without the written approval of the County.

NOW THEREFORE, in consideration of the above recitals and mutual covenants contained herein the parties agree as follows:

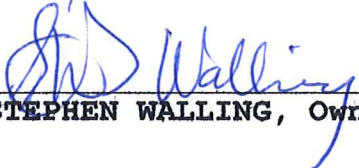
1. Owner agrees to and does hereby covenant that said ADU, located upon the property, may not be sold, conveyed or otherwise transferred separately without the written approval of the County.

2. Owner agrees that on or before the thirtieth (30th) day following approval of this Agreement by the Lancaster County Board of County Commissioners, the Owner must record this Agreement in the office of the Register of Deeds of Lancaster County, Nebraska, filing fees to be paid in advance by Owner.

3. Upon this Agreement being recorded in the Office of the Register of Deeds for Lancaster County, Nebraska, the County agrees to issue to Owner, within thirty (30) days after the Owner has applied for a building permit from the City of Lincoln Department of Building and Safety ("Department"), and Owner has submitted proof of such recording to the Department in a form reasonably acceptable to the Department, a building permit to construct an ADU on the Property as an accessory use to the single-family dwelling.

4. Owner agrees that the restriction of the ADU shall run with the land, and shall be binding upon Owner, and Owner's heirs, administrators, executors, legal and personal representatives, successors, and assigns.

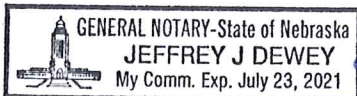
EXECUTED this 29 day of August, 2019, by Owner.

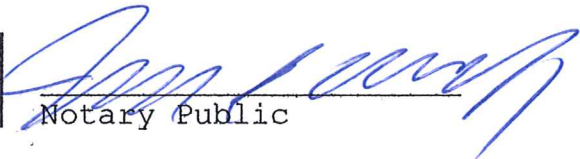


STEPHEN WALLING, Owner

STATE OF NEBRASKA)
) ss.
 COUNTY OF LANCASTER)

Now therefore, the forgoing instrument was acknowledged before me, a Notary Public, this 29 day of August, 2019 by **STEPHEN WALLING**, a single person, as his voluntary act and deed.





 Notary Public

RETURN TO:

EXECUTED this ____ day of _____, 2019, by County.

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

APPROVED AS TO FORM
this ____ day of
_____, 2019

Deputy County Attorney
for Patrick Condon,
County Attorney

STATE OF NEBRASKA)
) **ss.**
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this
____ day of _____, 2019, by _____.

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

Notary Public

SCHEMMER

KELLI K. WALLING
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