

AGREEMENT

This Agreement is entered into this 16 day of September, 2020, by and between H. Gale Williams and Tracy Garcia, 9014 S. 78th Street, Lincoln, Nebraska 68516, hereinafter referred to as "Landowner," and the County of Lancaster, Nebraska, hereinafter referred to as "the County," on behalf and at the request of the Lancaster County Engineer's Office ("Engineer"). Collectively the County and the Landowner may be referred to as "Parties," and individually each may be referred to as a "Party."

WHEREAS, general supervision and control of the public roads of the County is vested in the Board of County Commissioners of Lancaster County, Nebraska, (the "Board") pursuant to Neb. Rev. Stat. § 39-1402;

WHEREAS, the Engineer, in the Engineer's capacity as Lancaster County Highway Superintendent, has control, government, and supervision of all the public roads and bridges in the county under the general supervision and control of the Board pursuant to Neb. Rev. Stat. § 39-1507;

WHEREAS, Landowner desires to build the road frontage described herein to establish road access to the property legally described as:

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 2 I.T., LOCATED IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY NEBRASKA.

BEGINNING AT THE SOUTHEAST CORNER OF LOT 9, BLOCK 2, PETERSON'S ADDITION TO CHENEY, SAID POINT BEING ON THE WEST LINE OF LOT 2 I.T., LOCATED IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF CHESTER STREET, THENCE EASTERLY ON THE EASTERLY EXTENSION OF SAID RIGHT-OF-WAY A DISTANCE OF 65.00' TO A POINT, THENCE SOUTHERLY A DISTANCE OF 60.00' TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID RIGHT-OF-WAY, THENCE WESTERLY ON THE EASTERLY EXTENSION OF SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 65.00' TO THE NORTHEAST CORNER OF LOT 8, BLOCK 3, PETERSON'S ADDITION TO CHENEY, SAID POINT ALSO BEING ON THE WEST LINE OF SAID LOT 2 I.T., THENCE NORTHERLY ON THE EAST LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING THE WEST LINE OF SAID LOT 2 I.T., A DISTANCE OF 60.00' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 3,900 SQUARE FEET, OR 0.09 ACRES MORE OR LESS ("the Property");

WHEREAS, the Engineer has recommended that the Board facilitate Landowner's obtaining such access to the Property, under the terms and conditions herein;

WHEREAS, the Board accepts the Engineer's recommendation; and

WHEREAS, the County and the Landowner desire to set forth their understanding in writing;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the Parties as follows:

1) Term: The Term of this Agreement shall be from the date of execution of this Agreement by both Parties through the satisfaction of all of the terms and conditions provided herein, except that Section 5 shall survive termination of this Agreement.

2) Landowner shall:

a) Deliver to Engineer:

i) Properly executed and notarized documents of conveyance as depicted in Attachments A (warranty deed), which Attachments are attached hereto and incorporated herein by this reference; and

ii) Any filing fees required by the Lancaster County Register of Deeds to record the documents of conveyance required by this Agreement.

b) Complete the Improvements described in Attachment B, according to the specifications provided therein, which Attachment is attached hereto and incorporated herein by this reference. For purposes of this Agreement, the Improvements on those portions of the Property legally described in Attachments A and B may be referred to as "the road frontage."

i) The Improvements described in Attachment B shall be deemed complete upon final inspection and approval by the Engineer.

c) When the Improvements to the road frontage are complete and the documents of conveyance have been recorded, file with the Engineer an access application for a field drive along the road frontage to the west or to the east of the road frontage, as depicted in Attachment C, which Attachment is attached hereto and incorporated herein by this reference.

3) County shall:

a) Upon receipt of the documents of conveyance and the filing fees, record the documents of conveyance and pay the filing fees to the Lancaster County Register of Deeds.

b) Upon notice from Landowner, inspect the road frontage for completeness, and, in Engineer's sole discretion, communicate to Landowner the Engineer's approval or rejection of the road frontage to Landowner. However, Engineer shall not unreasonably reject the road frontage.

c) When the improvements in Attachment B are completed and the documents of conveyance have been recorded, then, upon receipt of Landowner's access application for a field drive along the road frontage to the west or the east, as depicted in Attachment C, process Landowner's application according to the Engineer's usual practice. Engineer shall not unreasonably reject Landowner's application.

4) The Parties expressly agree that this Agreement does not provide for County maintenance of the road frontage. County shall not maintain the road frontage unless and until:

a) All the roads in the Peterson's Addition to Cheney Subdivision, Section 26, Township 9 North, Range 7 East of the 6th P.M., are accepted for County maintenance pursuant to applicable Lancaster County Resolutions; and

b) After all the roads in the Peterson's Addition to Cheney Subdivision are accepted for County maintenance pursuant to applicable Lancaster County Resolutions, the road frontage is accepted for County maintenance pursuant to applicable Lancaster County Resolutions.

Until County accepts the road frontage for County maintenance pursuant to applicable Lancaster County Resolutions and as provided herein, maintenance of the road frontage shall be the sole responsibility of Landowner.

5) Hold Harmless: Landowner shall indemnify and hold harmless the County, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of this Agreement that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by the Landowner, its employees, agents, representatives, or independent contractors, either directly or indirectly employed by Landowner. This Section 5 will not require Landowner to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the negligence of the County.

6) Severability: If any portion of the Agreement is held invalid, the remainder hereof shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.

7) Governing Law: This Agreement shall be construed in accordance with and governed

by the laws of the State of Nebraska.

8) Notices: All notices, request for services, or other communications provided under this Agreement shall be in writing and shall be given to the County or the Landowner at the address set forth below or such other address as either may specify hereafter in writing:

County:

Lancaster County Engineer's Office
c/o Karen Wilson
444 Cherrycreek Road, Bldg. C
Lincoln, Nebraska 68528

Landowner:

Tracy Garcia
9014 S. 78th Street
Lincoln, Nebraska 68516

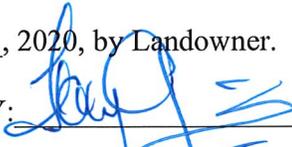
Such notice or other communication may be mailed by United States Certified mail, return receipt requested postage prepaid and may be deposited in a United States Post Office Box or a depository for the receipt of mail regularly maintained by the Post Office. Such notices or communication may also be delivered by hand. For the purpose of the Agreement, all notices will be deemed to have been given upon the date of the personal delivery or three days after having been deposited in the United States Post office as proved above.

9) Entire Agreement: The Parties hereby agree that this Agreement constitutes the entire understanding of the Parties and supersedes all prior contracts, agreements, and negotiations between the Parties whether verbal or written. To the extent any provisions of this Agreement conflict with the provisions of any of the attachments to this Agreement, the provisions of this Agreement shall prevail.

10) Forbearance Not Waiver: County's failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of County's rights.

11) Third Party Rights: This Agreement is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties to this Agreement. County shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than Landowner.

EXECUTED this 16th day of September, 2020, by Landowner.

BY: 

NAME: Tracy Garcia

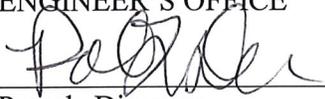
EXECUTED this _____ day of _____, 2020, by Lancaster County, Nebraska.

BY: LANCASTER COUNTY BOARD OF
COUNTY COMMISSIONERS

APPROVED AS TO FORM
this ____ day of _____, 2020

Deputy County Attorney for
PAT CONDON, County Attorney

APPROVED BY LANCASTER COUNTY
ENGINEER'S OFFICE



Pamela Dingman
Lancaster County Engineer

ATTACHMENT A

Lancaster County
444 Cherrycreek Rd.
Bldg. C
Lincoln, NE 68528

WARRANTY DEED

Tracy Garcia herein called the Grantor whether one or more, in consideration of One and 00/100 Dollars (\$1.00) and other valuable consideration received from Grantee, does grant, bargain, sell, convey and confirm unto Lancaster County, a governmental subdivision, herein called the Grantee whether one or more, the following legally described real property in Lancaster County, Nebraska:

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 2 I.T., LOCATED IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY NEBRASKA.

BEGINNING AT THE SOUTHEAST CORNER OF LOT 9, BLOCK 2, PETERSON'S ADDITION TO CHENEY, SAID POINT BEING ON THE WEST LINE OF LOT 2 I.T., LOCATED IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF CHESTER STREET, THENCE EASTERLY ON THE EASTERLY EXTENSION OF SAID RIGHT-OF-WAY A DISTANCE OF 65.00' TO A POINT, THENCE SOUTHERLY A DISTANCE OF 60.00' TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID RIGHT-OF-WAY, THENCE WESTERLY ON THE EASTERLY EXTENSION OF SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 65.00' TO THE NORTHEAST CORNER OF LOT 8, BLOCK 3, PETERSON'S ADDITION TO CHENEY, SAID POINT ALSO BEING ON THE WEST LINE OF SAID LOT 2 I.T., THENCE NORTHERLY ON THE EAST LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING THE WEST LINE OF SAID LOT 2 I.T., A DISTANCE OF 60.00' TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 3,900 SQUARE FEET, OR 0.09 ACRES MORE OR LESS.

TO HAVE AND TO HOLD the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the Grantee and to Grantees successors and assigns forever.

And the Grantor does hereby covenant with the Grantee and with Grantees successors and assigns that Grantor is lawfully seized of said premises; that they are free from encumbrance except for easements and restrictions of record; that Grantor has good right and lawful authority to convey the same; and that Grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

In witness whereof the Grantor has signed this 16th day of September 2020

X [Signature]

Tracy Garcia

X _____

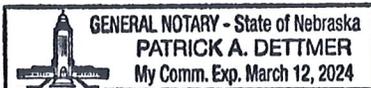
State of NEBRASKA County of LANCASTER

Before me, a notary public qualified for said county, personally came

TRACY GARCIA

known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on this 16th day of SEPTEMBER, 2020



[Signature]

Notary Public

MARCH 12, 2024

My Commission Expires

Exhibit A

