

Aug 14 1 13 PM '96

INST. NO 96

033002

BOOK



AGREEMENT

THIS AGREEMENT entered into between Ted H. Doane and Alice L. Doane, husband and wife, hereinafter referred to as "THE LICENSEES", and the County of Lancaster, a governmental subdivision of the State of Nebraska, hereinafter referred to as "THE COUNTY".

WHEREAS: "THE LICENSEES" desire to construct a fence for the retention of livestock along the north property line of real estate owned by "THE LICENSEES" which may be described as Lot 13, irregular tracts, in the NW¼ of Section 24, Township 11 North, Range 8 East of the 6th Principal Meridian, Lancaster County, Nebraska.

WHEREAS: "THE LICENSEES" desire to enter onto, use and maintain within the lands owned by "THE COUNTY", a fence beginning at a point 84.93 feet easterly from the northwest corner of said Lot 13, irregular tracts, and continuing easterly 33.00 feet distant from and parallel with the north line of said Section 24 with the said fence construction to a point near County Bridge No. H-1; thence northerly to the southwest corner of said bridge.

NOW, THEREFORE, in consideration of the mutual covenants and consideration contained herein, it is agreed by and between "THE COUNTY" and "THE LICENSEES" as follows:

1. Admission of No Right

"THE LICENSEES" admit the true boundary lines between their said land and the said lands of the County are illustrated upon the sketch attached as Exhibit "A", and said fence will encroach upon the lands of Lancaster County.

2. License to Use

"THE COUNTY" agrees "THE LICENSEES" may, without further license on their part, locate and maintain, as described, said fence upon said lands of "THE COUNTY" until this Agreement shall be terminated.

It is further understood and agreed "THE COUNTY", its agents or contractors may enter without prior notice upon the fenced lands of "THE COUNTY" in the performance of their official duties during the term of this Agreement.

In the event it shall be necessary for removal of the fence to perform such official duties, "THE LICENSEES" shall, at their expense, remove and replace said fence during the term of this Agreement with thirty (30) days written notice by "THE COUNTY".

3. Consideration

In consideration of the foregoing, "THE LICENSEES" agree to maintain, free from noxious weeds, that portion of the lands of "THE COUNTY" located within the fenced boundaries during the term of their use of said lands.

4. Agreement - How Terminated

"THE COUNTY" may terminate this Agreement at anytime by giving thirty (30) days' written notice to this effect to "THE LICENSEES"; and thereupon "THE LICENSEES" shall immediately remove said fence from the lands of "THE COUNTY".

Failure to remove said fence in a timely manner during the term of this Agreement, or at the termination of this Agreement, shall be cause for "THE COUNTY" to remove said fence and place the materials on the adjacent land of "THE LICENSEES". Any costs incurred by "THE COUNTY" in the removal of said fence shall be borne by "THE LICENSEES".

5. Liability of 'The Licensee'

'THE LICENSEES', their heirs or assigns, shall indemnify and save harmless to the fullest extent allowed by law, 'THE COUNTY' from and against all losses, claims, damages and expenses, including attorney's fees arising out of or resulting from the performance of this Agreement that results in bodily injury, sickness, disease, death or to injury to or destruction of tangible property, including loss of use resulting therefrom and is caused in whole or in part by 'THE LICENSEES', any subcontractor(s), anyone directly or indirectly employed by any of them or anyone for those actions any of them may be liable.

'THE LICENSEES' accept responsibility and liability for any losses, damages, injuries, claims, demands, costs and expenses of every kind and nature, whether or not covered by insurance, including legal fees and disbursements arising out of and in connection with the use, maintenance and enjoyment of said fence construction within public lands.

EXECUTED BY 'THE LICENSEES' this 29 day of July, 19 96
Alvin L. Hargis
Ed Howard

EXECUTED BY LANCASTER COUNTY this 6 day of August, 19 96

**LANCASTER COUNTY
ENGINEERING DEPARTMENT**

Approved By County Engineer

Don R. Thomas

APPROVED AS TO FORM this

5 day of August, 19 96

Diane M. Saab

**LANCASTER COUNTY
BOARD OF COMMISSIONERS**

Steve Orbach

Larry Harkin

Daphne Lussing

Linda Steinman

Terry Campbell

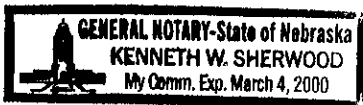
STATE OF Nebraska, County of Lancaster

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

Ted H. Doane and Alice L. Doane, husband and wife

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 29th day of July, 1996



Kenneth W. Sherwood
Notary Public

My Commission Expires March 4, 2000

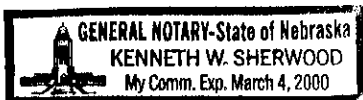
STATE OF Nebraska, County of Lancaster

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

Don A. Thomas

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 30th day of July, 1996



Kenneth W. Sherwood
Notary Public

My Commission Expires March 4, 2000

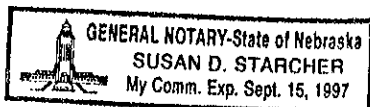
STATE OF Nebraska, County of Lancaster

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

Kathy Campbell, Larry Hudkins, Linda Steinman, Steve Svoboda, Darlene Tussing

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 6 day of August, 1996



Susan D. Starcher
Notary Public
9/15/97

My Commission Expires _____

STATE OF _____, County of _____

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

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 _____ day of _____, 19____

Notary Public

My Commission Expires _____

BLUFF RD.

LOT 1
3.19 ± Ac. Total
2.91 ± Ac. Net

Misc. Bk. #81, pg. 275
Deed Bk. #310, pg. 114
Deed Bk. #699, pg. 508
Deed Bk. #702, pg. 620,
#75-13720 621, 622
#79-28343
#95-9627

INTERSTATE HIGHWAY I-80

NO SURVEY
LOT 11

18.62 ± Ac. Total
18.08 ± Ac. Net

Deed Bk. #702, pgs. 620, 621, 622
Deed Bk. #310, pg. 114
Deed Bk. #633, pg. 13
Deed Bk. #699, pg. 508
#79-24896
#79-25249
#82-4855

NO SURVEY
LOT 8

46.18 ± Ac. T
45.09 ± Ac.

Deed Bk. #310, pg. 11
Deed Bk. #699, pg. 50
Deed Bk. #702, pgs. 6
#75-13720
#79-24896
#79-25249
#95-9627

LOT 5

24.95 ± Ac. Total
23.33 ± Ac. Net

Deed Bk. #712, pg. 515

LOT 13

13.19 ± Ac. Total
13.13 ± Ac. Net

Deed Bk. #335, pg. 442
#79-23971
#82-4862
#85-2939
#93-39209

LO
41.34 ±
40.54 ±

Deed Bk.
#7
#8
#8
#9
#9

Ken Sherwood - Co. Eng.