

AGREEMENT

THIS AGREEMENT made this 6th day of May, 1986, by and between the City of Crete, Nebraska, a Municipal corporation, duly organized under the laws of the State of Nebraska, hereinafter referred to as "City"; Crete Lumber & Farm Supply Co., a Nebraska Corporation; Crete Veterinary Clinic, a Nebraska corporation; Helen Ahlschwede; Orville W. Wielage and Ruth M. Wielage, husband and wife; Reginald V. Boothe, Jim E. Cohlma, Nancy L. Cohlma, Sam H. Kouri; Peavey Company, a corporation successor in interest to Diversified Builders, Inc.; and the County of Saline, Nebraska, hereinafter referred to as "County":

WHEREAS, three different lawsuits have been filed in the District Court of Saline County, Nebraska, by one or more of the above-mentioned parties against one or more of the above-mentioned parties, these cases known as Crete Veterinary Clinic, et.al., v. City of Crete, et.al., Case No. 8278; City of Crete v. County of Saline, et.al., Case No. 8609; and Crete Veterinary Clinic, et.al. v. City of Crete, et.al., Case No. 8818; and

WHEREAS, all three lawsuits involve, in one manner or another, the industrial tract designation that was approved by the Saline County Board of Commissioners on January 18, 1977; and

WHEREAS, all parties hereto desire to settle all three of said lawsuits and reach an agreement concerning all matters involved in said lawsuits,

NOW, THEREFORE, in consideration of the following mutually binding terms and conditions, the parties hereto agree as follows:

1. That upon all of the following terms and conditions being fully completed, all three lawsuits now filed in the District Court of Saline County, Nebraska, known as Case Nos. 8278, 8608 and 8818, will be dismissed at the expense of the respective plaintiff or plaintiffs of each lawsuit.
2. That the real property designated as an industrial tract by the Saline County Board of Commissioners on January 1, 1983, will be effectively annexed within the boundaries of the City of Crete, Nebraska, effective as of January 1, 1983.
3. That the following-described real property, now frontage roads, will be dedicated to the City of Crete, Nebraska, as is, in consideration of City agreeing to hereafter maintain and repair the same as a lawfully

dedicated street and utility easement in the City of Crete, Nebraska, to-wit:

Beginning at a point on the north right-of-way line of State Highway 33, and on the east line of the NW 1/4 of Section 33, Township 8 North Range 4, East of the 6th P.M., Saline County, Nebraska, and assuming the north line of the NW 1/4 of said Section 33 to have a bearing of north 90 degrees, 00'00" east, thence south 80 degrees, 52'44" west on said north highway right-of-way line 2.36 feet, thence south 81 degrees, 16'02" west on said north highway right-of-way line, 13.00 feet; thence north 0 degrees, 28'33" east 566.51 feet to a point on the south right-of-way line of the Burlington Northern Railroad; thence easterly on said south right-of-way line on a 2,189.32 foot radius curve, concave to the south, 45.63 feet, this line also having a chord distance of 45.63 feet and a chord bearing of south 88 degrees, 52'11" east; thence south 1 degree, 00'25" west, 559.26 feet, to a point on said north highway right-of-way line; thence south 80 degrees, 52'44" west on said north right-of-way line 25.64 feet, to the point of beginning, containing 0.556 acres, more or less; and

A tract of land located in the NE 1/4 NW 1/4 of Section 33, Township 8 North, Range 4, East of the 6th P. M. Saline County, Nebraska, described as follows: commencing at a point on the north right-of-way line of State Highway No. 33 and on the west line of the E 1/2 of the NW 1/4 of Section 33, Township 8 North, Range 4, East of the 6th P. M., Saline County, Nebraska, thence easterly on said north right-of-way line, 138.42 feet, to the point of beginning; thence northerly, and perpendicular to said right-of-way line, 40.10 feet, thence easterly, and parallel with said right-of-way line, 26.00 feet, thence southerly and perpendicular to said right-of-way line, 40.10 feet, to a point on said right-of-way line; thence westerly on said right-of-way line, 26.00 feet, to the point of beginning, containing 0.024 acres, more or less, and

Beginning at a point 819.32 feet south of the northeast corner of the NW 1/4 of Section 33, Township 8 North, Range 4, East of the 6th P. M.; Saline County, Nebraska, and on the east line of said NW 1/4, said point also being on the north right-of-way line of Nebraska State Highway No. 33; thence southwesterly on said north highway right-of-way line 2.36 feet; thence continuing southwesterly on said north highway right-of-way line, at a deflection angle of 0 degrees 23'18" right with the last described line, 737.89 feet; thence continuing southwesterly on said north highway right-of-way line, at a deflection angle of 0 degrees, 23'18" left with the last described line, 433.45 feet; thence northwesterly at a right angle with the last described line, 40.1 feet; thence northerly, parallel with and 40.1 feet northwesterly of said north highway right-of-way

line, 433.59 feet; thence continuing northeasterly, parallel with and 40.1 feet northwesterly of said north highway right-of-way line, at a deflection angle of 0 degrees 23'18" right with the last described line, 737.89 feet; thence continuing northeasterly, parallel with and 40.1 feet northwesterly of said north highway right-of-way line, at a deflection angle of 0 degrees, 23'18" left with the last described line, 8.75 feet, to a point on the east line of the NW 1/4 of said Section 33, thence southerly on said east line of the NW 1/4 at a deflection angle of 99 degrees 14' 10" to the right with the last described line, 40.63 feet, to the point of beginning.

4. That each of the businesses affected hereby, i. e. Pizza Hut, Crete Veterinary Clinic, Crete Lumber & Farm Supply Co., Wheelers, Ahlschwede Ford (now Rich Clark Ford), and Wielage Implement Co., or their successors or assigns, will be allowed to continue, conduct, maintain and operate, their respective businesses in the manner they each respectively have been operating, regardless of any past, present or future zoning or planning ordinances or regulations that may, or have in the past, been instituted by City.

5. That City agrees to provide street lights on any dedicated road right-of-way in the same manner as it would on any other public street annexed into the City of Crete at no expense to the property owners. The only exception to these provisions shall be that if any of the landowners should request that fancy or ornamental street lights or poles be erected, such requesting individual landowners shall be obligated to the additional expenses.

6. Owners agree to dedicate any interest each may have in any sewer, water or other utility located within the streets and easements so dedicated to the City of Crete.

7. That it is the present City policy that no individual landowner be required, or obligated in any way, to attach or connect to the City's existing sewer or water system until such time as the respective individual owner requests to attach or connect, or when such respective water or sewer systems are found to be causing or creating a health or pollution hazard. The parties understand that this policy is subject to change at anytime by the City of Crete and that if the City policy changes or if the City is required by federal or state mandate, to have all of the landowners within the City limits of Crete hook up to sewer and water systems, that the landowners herein shall be required to hook up to sewer and water.

8. That the City will specifically allow Crete Veterinary Clinic to load and unload animals or supplies through their, presently existing loading facilities and chutes, acknowledging that certain vehicles will be parked for

extended periods of time in part of the roadway and easement being herein dedicated to the City. Crete Veterinary Clinic agrees that any vehicles so parked will not completely block the roadway, will be adequately marked so as to provide adequate warning to all those using the roadway to the encroachment, and Crete Veterinary Clinic further agrees to hold harmless and indemnify the City of Crete from any and all damages that may occur as result of such encroachment as specified above.

9. City and all landowners herein involved agree to work together in the relocating and subsequent replacement, repair, alteration or construction of existing electrical wires, poles and lines that now carry electricity to existing landowners, such relocation, replacement, repair, alteration and construction to be at the sole cost and expense of City.

10. With the dedication of the real property as above set forth, City shall waive any and all past and present zoning, planning, setback, or building requirements that may arise due to the dedication and conveyances as set forth herein.

11. City agrees to cooperate in granting any reasonable variances or requests of waivers to any zoning, planning, setback or building requirements of any landowners herein, whenever such variance or waiver relates to any expansion, continuation or conduct of any business.

12. The covenants, conditions, terms and provisions herein contained shall extend to and be obligatory upon the heirs, assigns, successors and legal representatives of the parties herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 6th day of May, 1986.

Approved by the City Council  
of the City of Crete, on  
the 6th day of May, 1986.

Ken Zimmerman  
MAYOR

Larry L. York  
CITY CLERK

Richard Bush  
COUNCIL MEMBER

Judith Henning  
COUNCIL MEMBER

CRETE LUMBER & FARM SUPPLY CO.  
A CORPORATION

BY Donald K. Byrne  
Title: Pres.

CRETE VETERINARY CLINIC,  
A Corporation,

BY Phyllis Hardberger  
TITLE V. Pres.

R. Schukle  
COUNCIL MEMBER

Gene Englebert  
COUNCIL MEMBER

Clarence Busby  
COUNCIL MEMBER

Paul V. Smith  
COUNCIL MEMBER

COUNCIL MEMBER

Helen Ahlschwede  
Helen Ahlschwede

Reginald V. Boothe  
Reginald V. Boothe

Jim E. Cohlma  
Jim E. Cohlma

Nancy L. Cohlma  
Nancy L. Cohlma

Sam H. Kouri  
Sam H. Kouri

PEAVEY COMPANY,  
A Corporation,

By: Paul H. Smith  
Title: \_\_\_\_\_

COUNTY OF SALINE, NEBRASKA

By: Robert B. Conner  
Saline County Attorney

Orville W. Wielage  
Orville W. Wielage

Ruth M. Wielage  
Ruth M. Wielage

J. F. Bartels  
COUNTY COMMISSIONER

[Signature]  
COUNTY COMMISSIONER

[Signature]  
COUNTY COMMISSIONER

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JK					

From, Chg. and Return to:  
City of Crete  
Office of the City Clerk  
Crete, NE 68333  
Fee: \$25.50 Chg.

STATE OF NEBRASKA }  
SALINE COUNTY } ss

Entered in numerical index and filed  
for record, the 5 day of February  
19 88 at 9 o'clock A.M. and record-  
ed in Book 48 of Misc. Page 381-385

Norma K. Krew  
County Clerk