

LANCASTER COUNTY, NE.

Don Altz
REGISTERED

DEC 7 10 44 AM '95

NO FEE

INST. NO 95

040376

SEARCHED

INDEXED

CHECKED

ENTERED

EDITED

X

AGREEMENT

THIS AGREEMENT entered into between Earl E. Brenneise, hereinafter referred to as the OWNER, and Lancaster County, Nebraska, a governmental subdivision, hereinafter referred to as the COUNTY.

WHEREAS: The OWNER has conveyed in Fee Simple to the COUNTY right-of-way for road purposes

- and -

WHEREAS: The OWNER is presently occupying the right of way herein described as farmland, and the OWNER is desirous of continuing said use until such time as future road improvements to the County road may require the termination of such use.

THEREFORE: The COUNTY agrees that the OWNER, his heirs or assigns, may continue such use, at no cost to the OWNER, so long as the land herein described is maintained. In the event road improvements require the COUNTY'S use of the land herein described, the COUNTY may terminate this Agreement by thirty (30) days written notice to the OWNER. If possible, and at the COUNTY'S sole discretion, the COUNTY shall allow the OWNER reasonable opportunity to harvest any crops located thereon. Crops that cannot be harvested prior to the construction shall not be eligible for crop damage payments of any nature; nor shall the OWNER be compensated for any expenses incurred in relation to any crops located on the land covered by this Agreement. Moval of fences located within the said right-of-way shall be at the OWNER'S expense.

The real property covered by this Agreement has the following legal description:

The west 17.00 feet of the east 50.00 feet of the south 446.00 feet of the SE 1/4 NE 1/4, and the south 17.00 feet of the north 50.00 feet of the west 818.00 feet of Lot 9, irregular tract, both located in the NE 1/4 of Section 4, Township 8 North, Range 7 East of the 6th Principal Meridian, Lancaster County, Nebraska.

The OWNER, his 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 the Agreement that results in bodily injury, sickness, disease, death or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the OWNER, any subcontractor(s), anyone directly or indirectly employed by any of them or anyone for those actions any of them may be liable.

EXECUTED BY THE OWNER this 28th day of November, 1995

Earl E Brenneise

EXECUTED BY LANCASTER COUNTY this 5 day of December, 1995

LANCASTER COUNTY
ENGINEERING DEPARTMENT

Approved By County Engineer

Don R. Thomas

APPROVED AS TO FORM this
30th day of Nov, 1995

Diane M. Staab

Brenneis.Agr

LANCASTER COUNTY
BOARD OF COMMISSIONERS

Steve Probst

Tommy Kudskis

Dorene Wasing

Linda Steinhilber

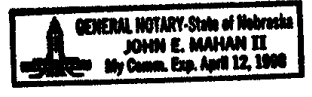
Kathy Campseel

STATE OF Nebraska, COUNTY OF Lancaster

Before me, a notary public qualified for said county, personally came Earl E. Brenneise

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 28th day of November, 1995



John E. Mahan II
Notary Public

My Commission Expires April 12, 1998

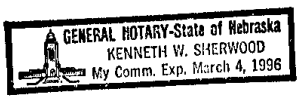
STATE OF Nebraska, COUNTY OF Lancaster

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

Don R. 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 November, 1995



Kenneth W. Sherwood
Notary Public

My Commission Expires March 4, 1996

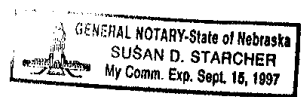
STATE OF Nebraska, COUNTY OF Lancaster

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

Kathy Campbell, Larry Watkins, Linda Steinman, Steve Suobala, 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 5 day of December, 1995



Susan D. Starcher
Notary Public

My Commission Expires 9/15/97

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

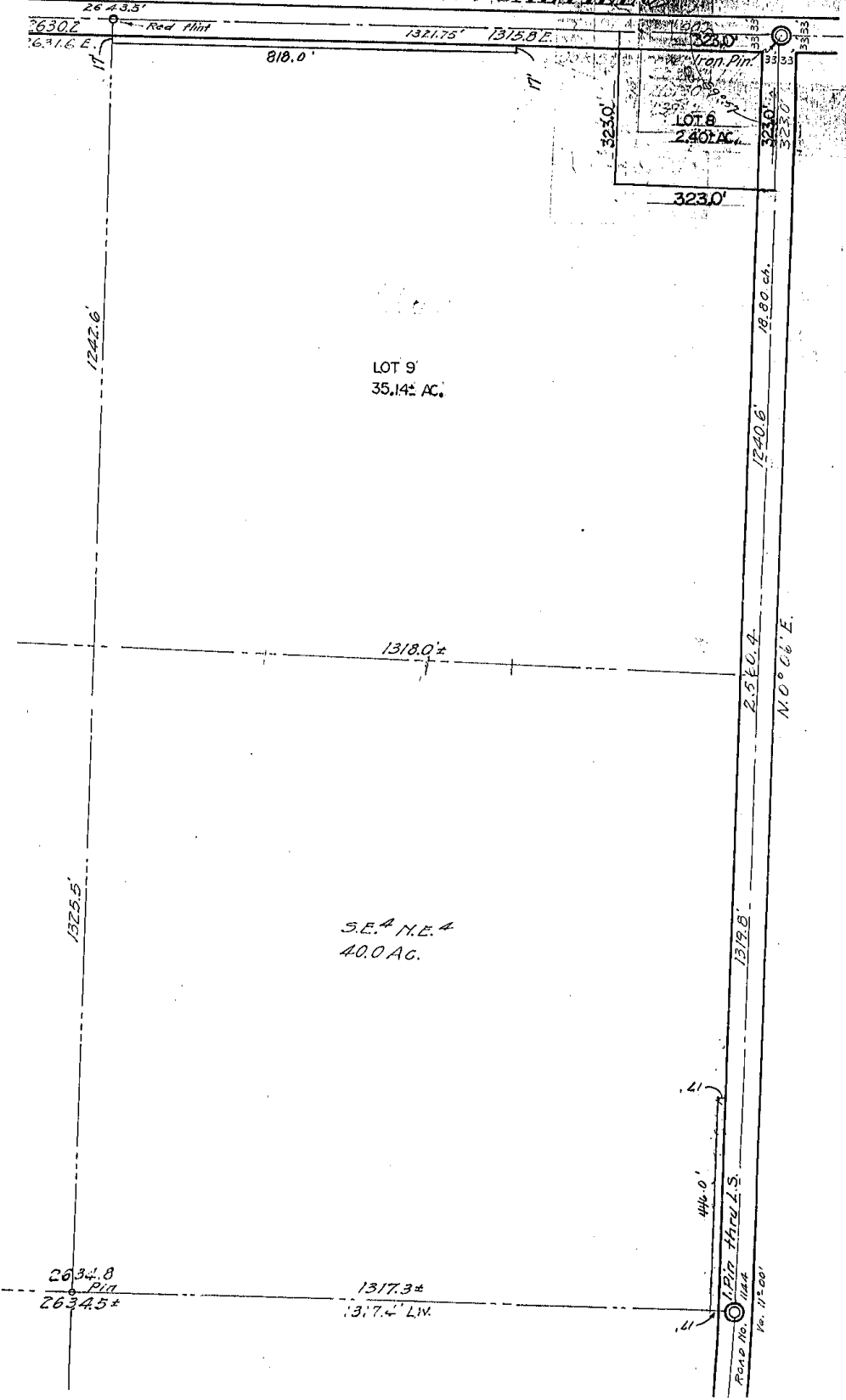
My Commission Expires _____

40376

THIS PLAN IS INTENDED TO SHOW AS ACCURATELY AS POSSIBLE THE RELATIONSHIP OF PARCELS BUT IS NOT INTENDED TO BE CONSTRUED AS SURVEY ACCURATE IN ANY MANNER.

SEC. 4-T.8-R.7 E.

SATTELLO



Mr. Starwood - Co. Eng.