

11  
5-8-2019

**AGREEMENT FOR EASEMENT IN FALL ZONE OF  
DODGE TOWER SITE**

Agreement made and entered into by and between Dodge County, a political subdivision of the State of Nebraska, herein referred to as "County", and ROIF, Cletus B. + Alice C. (Trustee), herein referred to as "Owner," whether one or more.

**Recitals**

WHEREAS, the County intends to erect a tower on the specified Dodge site, and requires an easement on the neighboring property ("Fall Zone") possessed by Owner and situated directly EAST of the Dodge tower site; and

WHEREAS, the County intends to use the property owned by Owner as a potential Fall Zone and Owner acknowledges his/her property as such; and

WHEREAS, it may be necessary for the County, its officers, agents, employees, contractors, subcontractors, and authorized representatives to enter upon, travel over, excavate, clear, backfill, store materials upon, and otherwise use the lands herein described which are owned by Owner as an area of land known as the Fall Zone for which the County has permission to enter on a needed basis.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained within this agreement, the parties agree as follows:

**Section One  
Right of Entry**

Owner hereby grants to the County, its officers, agents, employees, contractors, subcontractors, and authorized representatives the right to enter upon the following described real estate, to wit:

**EASEMENT NO. 1**

A TRACT OF LAND LOCATED IN:

S 1/2 NW 4 NE 4 20A AND N 1/2 NW 4 NE 4 20A  
SEC. 21 T 20 R 5 Dodge County NE. THE  
EASEMENT AREA IS A ARC THAT IS 340' FROM  
THE BASE OF THE TOWER.

to do such work as may be necessary or appropriate for the construction, and/or up keep, and/or maintenance, of the Fall Zone situated within Owner's property. Such right of entry shall include, but not be limited to, the right to enter upon, travel over, excavate, clear fences, make improvements, backfill, store materials upon, and otherwise use the above described premises for maintenance and up keep of the Fall Zone.

Section Two  
**Right of Use**

Owner hereby grants to the County, its officers, agents, employees, contractors, subcontractors, and authorized representatives the right of use of the real estate described in Section One for construction, maintenance, general up keep, and any other necessary actions regarding the Fall Zone.

Section Three  
**Term of Agreement**

The premises may be occupied and used by the County for the purposes related hereto during the period beginning on 4/17/19, and ending on

The time that the county determines the tower site is no longer needed.

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At all times, Owner or his agents, assigns, representatives, or tenants shall have access to the premises described in Section One.

Section Three  
**Valuation of Improvement**

The parties hereby agree that the improvements located on the above described real estate are limited to construction, maintenance, and general up keep of the Fall Zone and add \$1,000.00 of value to the property.

Section Four  
**Compensation**

The County hereby agrees to pay to Owner the full value as shown in Section Three within thirty calendar days of the this Agreement being fully executed. The Owner hereby agrees to accept as full payment for damages arising from the use of the aforesaid property by County the amount paid by the County in accordance with this Agreement.

Section Five  
**Remarks**

The County shall restore the premises to grade and prior condition before the termination of this Agreement, unless this Agreement is extended for another term, which Owner shall not unreasonably withhold.

Section Six  
**Indemnification and Hold Harmless Obligation**

The County shall indemnify and hold Owner, its successors, assigns and tenants,

harmless from any liability in respect to the injury of any person or damage to any property attributable to the construction, maintenance, and general up keep of the Fall Zone. Such obligation of indemnification shall include, but not be limited to, all costs resulting from any such claims, such as cost of defense, court costs, settlement costs, judgments and attorney fees incurred in the defense of any such claim.

Section Seven  
**Assignment**

It is understood that the rights of the Owner do not automatically transfer upon sale or lease of the property. The County agrees to permit assignment of the rights and obligations of Owner to a subsequent buyer or tenant, provided Owner obtains the County's prior written consent, which County shall not unreasonably withhold. Any action regarding this agreement shall be governed by the laws and courts of the State of Nebraska.

Section Eight  
**County Maintenance of Fall Zone**

It is understood that County will need to maintain Fall Zone on an as-needed basis. Further, it is understood that Owner will not construct on, build on, alter, or change the Fall Zone in any way while this Agreement is in full force and effect without the express written permission of the County.

Owner,

Dodge County,  
A Political Subdivision of the state of  
Nebraska

Cletus B Rolf  
Name, Title Alice C Rolf

Robert Missel  
Robert Missel, Chairman, Dodge County  
Board of Supervisors

Dated: AP 17 2019

Dated: 4/25/19

WITNESSETH:

Eileen M. Gentrup

WITNESSETH:

Connie L. Giese

Dated: 4-17-19

Dated: 4-25-19

