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BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING SETTLEMENT AGREEMENT PURSUANT TO
INTERLOCAL COOPERATION AGREEMENT FOR 72ND STREET IMPROVEMENTS

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, Sarpy County entered into an Agreement ("the Agreement") with Sanitary & Improvement District #267 of Sarpy County, Nebraska ("S.I.D #267"), 370 LLC and the City of Papillion, Nebraska ("Papillion") to share the cost of certain road improvement in conjunction with the development known as the Shadow Lake Towne Center, said Agreement approved by Resolution 2005-236; and,

WHEREAS, an Settlement Agreement and Release has been proposed that would settle a claim arising out of the acquisition of right-of-way for 72nd Street pursuant to said Agreement, and this Board specifically finds that the expense associated with the proposed Settlement Agreement and Release is a cost of right-of-way acquisition as described in the Agreement approved by Resolution 2005-236.

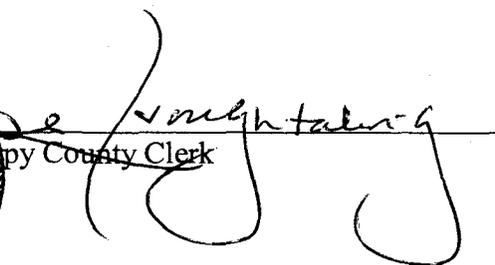
NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT, pursuant to the statutory authority set forth above, the Chairman of this Board, together with the County Clerk, be and hereby are authorized to execute on behalf of this Board the attached Settlement Agreement and Release, provided that the consideration described therein shall be paid by the City of Papillion pursuant to the Interlocal Cooperation Agreement approved by this Board by Resolution 2005-236, and subject to the approval of the City of Papillion of the Settlement Agreement approved by this Board by Resolution 2012-59.

BE IT FURTHER RESOLVED that the Chair and County Attorney are authorized to take such action as may be necessary to convey the property under the conditions described in this Resolution.

The above and foregoing Resolution was duly approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on this 3rd day of April, 2012.



Chairman, Sarpy County Board



Sarpy County Clerk



SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into by and between **James M. Tighe and Evelyn R. Tighe, husband and wife (the "Tighes"), Evelyn R. Tighe, trustee (the "Trustee") (collectively the "Easement Holders"), the County of Sarpy, of the State of Nebraska, a body politic and corporate ("Sarpy County"), and the City of Papillion, a Municipal Corporation of the State of Nebraska (the "City").**

In consideration of payment by the City of the amount of Ten Thousand and no/100 Dollars (\$10,000.00), the receipt and sufficiency of which is hereby acknowledged, the Easement Holders hereby release and forever discharge Sarpy County and the City, and their respective employees, agents, representatives, subcontractors, successors and/or assigns from any and all claims for inverse condemnation, or any other claims in connection with the closing of the Easement Holders' easement access from 72nd Street, generally located on the Southeast corner of the intersection of Highway 370 and 72nd Street in Sarpy County, Nebraska, the legal description of such easement being depicted on Exhibit "A" attached hereto, by Sarpy County for the purpose of generally improving 72nd Street for the Shadow Lake Towne Center development on or about 2008 (collectively, the "Closing").

The Easement Holders acknowledge that this Release is in full and complete settlement of any and all claims, in whatever amount, together with any claims for interest, attorney fees or court costs in respect to the Closing.

The Easement Holders acknowledge that no promises or inducements have been offered except as set forth herein, and that this Settlement Agreement and Release is executed without reliance upon any statement or representation to the undersigned by Sarpy County and the City, or their employees, agents, representatives, subcontractors, or attorneys, concerning the nature and extent of their damages and the legal liability therefore.

The Easement Holders acknowledge that they are relying on their own judgment, belief and knowledge of the nature, extent and duration of their damages in entering into a settlement and executing this Settlement Agreement and Release. The Easement Holders further warrant that they are legally competent to execute this Settlement Agreement and Release, and accept full responsibility for the signing of this Settlement Agreement and Release.

The Easement Holders acknowledge that the settlement which they have agreed to enter into with Sarpy County and the City is in compromise of an amount difficult to determine with certainty, and that any payment made is not to be construed as an admission of liability on the part of Sarpy County or the City, or their employees, agents, representatives, subcontractors, successors and/or assigns. Receipt and endorsement of the above-referenced settlement payment will resolve any claim for payment due from Sarpy County or the City in connection with the Closing.

WE HEREBY WARRANT THAT WE HAVE READ THE FOREGOING SETTLEMENT AGREEMENT AND RELEASE, UNDERSTAND ITS TERMS, AND FREELY AND VOLUNTARILY SIGN THE SAME ON THIS 29th DAY OF March, 2012.

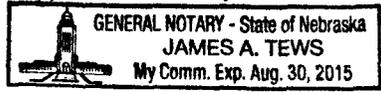
[Signature]
James M. Tighe

[Signature]
Evelyn R. Tighe

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 29th day of March, 2012 by James Tighe and Evelyn Tighe, husband and wife.

[Signature]
Notary Public

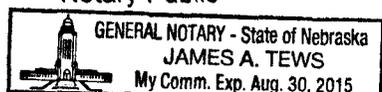


By: [Signature]
Evelyn R. Tighe, Trustee of the
Evelyn R. Tighe Revocable Trust,
Dated December 8, 2011

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 29th day of March, 2012 by Evelyn R. Tighe, Trustee.

[Signature]
Notary Public





ATTEST:

By: *[Signature]*
Clerk

THE COUNTY OF SARPY, NEBRASKA
A body politic and corporate,

By: *[Signature]* 4/3/2012
Chairman, Sarpy County Board
of Commissioners



ATTEST:

By: *[Signature]*
Elizabeth Butler, City Clerk

CITY OF PAPILLION
A Municipal Corporation,

By: *[Signature]*
David P. Black, Mayor

RESOLUTION NO. R12-0050

WHEREAS, Sarpy County acquired certain property by condemnation for purposes of right-of-way acquisition for 72nd Street improvements in Sarpy County, Nebraska ("Sarpy County") in connection with the Shadow Lake Towne Center Development; and

WHEREAS, pursuant to a 2005 Agreement executed between Sarpy County, and the City of Papillion, with regard to such 72nd Street improvements, Sarpy County is conveying excess property that was never used for county road purposes to the City of Papillion (Resolution #R12-0038), and furthermore, pursuant to such Agreement, Sarpy County's cost of right-of-way acquisition for such 72nd Street improvements was limited to \$290,000; and

WHEREAS, costs for such 72nd Street improvements have exceeded \$290,000 and satisfied Sarpy County's obligations under the aforementioned Agreement; and

WHEREAS, any additional costs associated with right-of-way acquisition for such 72nd Street improvements shall be at the expense of the City of Papillion; and

WHEREAS, James M. Tighe and Evelyn R. Tighe, husband and wife, Evelyn R. Tighe, Trustee of the Evelyn R. Tighe Revocable Trust, dated December 8, 2011 (collectively, the "Easement Holders"), are successors in interest in certain easement rights for agricultural purposes; and

WHEREAS, as part of the general improvements to 72nd Street, Sarpy County closed the Easement Holders' easement access to 72nd Street, and the Easement Holders have asserted claims of inverse condemnation and other claims against Sarpy County related to such access closing; and

WHEREAS, it is in the best interests of the City to settle any and all claims belonging to the Easement Holders in connection to the closing of their 72nd Street easement access; and

WHEREAS, the Easement Holders and the City of Papillion, along with Sarpy County, have agreed in writing to the following settlement terms.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Papillion that the Settlement Agreement and Release between the Easement Holders, Sarpy County, and the City of Papillion is hereby approved, and pursuant thereto the City of Papillion will pay to the Easement Holders the total sum of ten thousand dollars (\$10,000) in full settlement and release of all of their easement access claims.

BE IT FURTHER RESOLVED that the Mayor, City Clerk, City Administrator, and City Attorney are hereby authorized to execute any and all appropriate documents to effectuate the terms of this Settlement Agreement and Release.

PASSED AND APPROVED this 3rd day of April, 2012.

(SEAL)

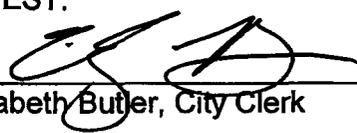


CITY OF PAPIILLION,



David P. Black, Mayor

ATTEST:



Elizabeth Butler, City Clerk