

REPLAT, REALIGNMENT, AND RIGHT-OF-WAY AGREEMENT

This Replat, Realignment, and Right-of-Way Agreement (this “Agreement”) is entered into as of the ____ day of _____, 2026 (the “Effective Date”), by and between the City of Bennet, Nebraska, a municipal corporation (the “City”), and the record owners of the real property legally described on Exhibit A attached and incorporated herein by reference (each an “Owner” and collectively, the “Owners”). The City and the Owners may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Owners are the record owners of certain real property located in the City of Bennet, Lancaster County, Nebraska, legally described in Exhibit A attached hereto (collectively, the “Property”); and

WHEREAS, the Property lies within or adjacent to certain platted areas recorded in the Office of the Register of Deeds of Lancaster County, Nebraska (the “Original Plats”), which plats dedicate a one-block north-south public right-of-way, designated “Quincy Street,” between Fir Street and Elm Street (the “Platted Right-of-Way”); and

WHEREAS, the City is the owner of certain municipal property located east of the Platted Right-of-Way, including a public ballfield and related facilities; and

WHEREAS, a roadway has been constructed and is currently maintained within the general vicinity of the Platted Right-of-Way; however, the existing physical location of the roadway does not fully align with the boundaries of the Platted Right-of-Way as shown on the Original Plats; and

WHEREAS, the parties desire to clarify and reconcile the location of the public right-of-way and adjoining property boundaries through the preparation and approval of a replat pursuant to Neb. Rev. Stat. § 19-916 et seq. (the “Replat”); and

WHEREAS, the City desires to preserve sufficient right-of-way width to accommodate future roadway improvements, including but not limited to additional paving and development of on-street parking serving adjacent municipal facilities; and

WHEREAS, in connection with the Replat, the City may vacate, dedicate, confirm, or realign portions of the existing right-of-way as permitted by Nebraska law, including Neb. Rev. Stat. § 17-558 and related statutes, in order to align the public right-of-way with either the existing roadway or a future planned roadway configuration; and

WHEREAS, the Parties desire to set forth their mutual understandings and obligations regarding the preparation, approval, and recording of the Replat and any associated right-of-way adjustments.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Agreement to Replat

- a. Preparation of Replat. The Parties hereby consent to the preparation of a Replat affecting the Property for the purpose of reconciling and adjusting lot lines and public right-of-way boundaries as contemplated herein. The Replat shall be prepared by a licensed land surveyor in the State of Nebraska designated by the City of Bennet (the "Surveyor").
- b. Content of Replat. The Replat shall depict the adjusted lot boundaries, any vacation or dedication of right-of-way and adjoining parcels in accordance with this Agreement and applicable Nebraska law. A preliminary sketch is attached hereto as Exhibit C for illustrative purposes only. Exhibit C is non-binding and subject to change, and the final Replat may differ in location, dimensions, configuration, or other material particulars without invalidating this Agreement. The Parties acknowledge that they are not relying on Exhibit C in entering into this Agreement, and that only the final approved and recorded Replat shall control.
- c. Costs. The cost of preparation of the Replat, including surveying and drafting expenses, shall be shared equally by the Parties. Each Party shall bear its own legal and administrative costs unless otherwise stated herein or agreed in writing.
- d. Cooperation and Non-Objection. Each Party agrees to cooperate in good faith in the preparation, submission, and approval of the Replat and shall execute such documents as are reasonably necessary to effectuate the Replat. Subject to the Replat being consistent with the terms of this Agreement, each Party agrees that it will not object to or oppose the approval or recording of the Replat.
- e. Execution and Authorization. Each Owner agrees to execute the final Replat and any related certificates, consents, or acknowledgements required for approval and recording within ten (10) days after presentation by the City, provided the Replat is consistent with this Agreement. Failure to timely execute such documents shall constitute a material breach of this Agreement. Owners further acknowledge that the City may submit the Replat for review and approval by the Planning Commission and City Council in its governmental capacity without further consent of the Owners.

2. Potential Vacation of Existing Right-of-Way

- a. Discretion Reserved. In connection with the Replat, the City may consider the vacation of all or a portion of the Platted Right-of-Way. The Parties acknowledge and agree that any such vacation shall be subject to the City's sole discretion, does not result in any special damages, and shall require adoption of an ordinance in accordance with Nebraska law.
- b. No Obligation to Vacate; No Claim for Failure to Vacate. Nothing in this Agreement shall be construed to require the City to vacate any portion of the Platted Right-of-Way. The City expressly reserves the right to retain all or any portion of the Platted Right-of-Way as presently platted. The Owners acknowledge

that execution of this Agreement does not constitute approval of any vacation and shall not give rise to any claim for damages, specific performance, inverse condemnation, or other relief in the event the City elects to not vacate any portion of the Platted Right-of-Way. The Parties acknowledge that approval of the Replat does not obligate the City to vacate any right-of-way and that the Replat may be approved with or without any associated vacation.

- c. Utility Reservation. In the event the City elects to vacate any portion of the Platted Right-of-Way, the City reserves the right to retain, create, or confirm utility easements within the vacated area as permitted by law.

3. Potential Dedication or Confirmation of Right-of-Way

- a. Discretion Reserved. In connection with the Replat, the City may determine, in its sole discretion, to dedicate, confirm, relocate, or otherwise establish public right-of-way affecting the Property (the "Adjusted Right-of-Way"). Nothing in this Agreement shall be construed to obligate the City to dedicate or convey any additional right-of-way beyond that which the City determines to be appropriate.
- b. Acceptance by Owners. To the extent the Replat or any separate instrument approved by the City establishes or confirms any Adjusted Right-of-Way, the Owners agree that such right-of-way shall constitute the full and complete public right-of-way affecting the Property as of the date of recording, and the Owners shall not assert any claim to additional right-of-way or compensation except as expressly provided in a separate written instrument executed by the City.
- c. Separate Instruments. Any dedication, conveyance, or confirmation of right-of-way shall be accomplished through the Replat and/or such additional documents as the City may require. In the event of any conflict between this Agreement and a recorded dedication instrument, the recorded instrument shall control as to the property interest conveyed.

4. Street Configuration; Future Improvements

- a. City Authority. The Parties acknowledge that the design, configuration, alignment, width, grade, surfacing, and improvement of any public street or right-of-way affecting the Property are matters within the City's sole governmental authority and discretion. Nothing in this Agreement shall be construed to require the City to maintain the existing configuration of the street or to construct, widen, narrow, pave, repave, stripe, or otherwise improve any portion of the street. The City may consider future public needs, including access to municipal facilities, in determining any such configuration or improvements.
- b. No Commitment to Improvements. The execution of this Agreement and approval of the Replat do not constitute a commitment by the City to undertake any present or future street improvements, including, without limitation, the installation of on-street parking, curbing, drainage improvements, sidewalks, lighting, or related infrastructure.
- c. No Reliance; No Vested Rights. The Owners acknowledge that they have not relied upon any representation or promise by the City regarding the current or future

configuration or improvement of the street, and nothing herein shall create any vested right, development right, or entitlement to any particular street design or public improvement.

- d. Police Power Reserved. The City expressly reserves all rights under its police powers and governmental authority to regulate and modify the use, design, and improvement of public streets and rights-of-way as it may determine to be in the public interest.

5. Voluntary Agreement; No Compensation

- a. Voluntary Agreement. Each Owner acknowledges and agrees that its execution of this Agreement is voluntary and made with full knowledge of its legal effect. Each Owner further acknowledges that it has had the opportunity to consult with legal counsel of its choosing regarding this Agreement and the Replat.
- b. No Compensation for Right-of-Way Adjustments. Except as may be expressly set forth in a separate written instrument executed by the City, the Owners agree that no monetary compensation shall be due or payable by the City in connection with (i) the Replat, (ii) any vacation, confirmation, relocation, or dedication of right-of-way affecting the Property, or (iii) any adjustment of lot boundaries depicted on the Replat.
- c. Waiver of Claims. To the fullest extent permitted by law, each Owner waives and releases any claim against the City for compensation, damages, inverse condemnation, or taking arising out of or relating to the approval and recording of the Replat or any right-of-way configuration established in connection therewith. The Owners acknowledge and agree that any conveyance, dedication, or boundary adjustment contemplated herein is made voluntarily and in furtherance of the public interest. Each Owner acknowledges that the configuration of public right-of-way affecting the Property has been subject to historical uncertainty or misalignment, and this Agreement is intended to resolve such matters without litigation.
- d. Public Benefit. The Parties acknowledge that the matters contemplated by this Agreement are intended to clarify public right-of-way boundaries and promote orderly municipal planning and access to public facilities, and that such purposes constitute valid public objectives.

6. Conditions Precedent; Governmental Approvals

- a. Binding Effect; No Immediate Conveyance. This Agreement shall be binding upon the Parties upon execution; provided, however, that no vacation, dedication, conveyance, boundary adjustment, or alteration of any property interest shall occur unless and until the City has taken all required governmental action and the Replat and any associated instruments have been approved and recorded as required by law.
- b. Legislative and Governmental Discretion Reserved. The Parties acknowledge that approval of the Replat, adoption of any vacation ordinance, establishment of any right-of-way, approval of any related document are legislative and governmental

acts requiring formal action of the City Council. Nothing in this Agreement shall be construed as obligating the City to approve the Replat, vacate any right-of-way, dedicate any right-of-way, or take any other governmental action. The City retains full and unfettered discretion to approve, deny, modify, or defer any such action.

- c. Conditions to Implementation. Implementation of the matters contemplated by this Agreement shall be subject to:
 - i. Approval of the Replat in accordance with applicable subdivision regulations and Neb. Rev. Stat. § 19-916 et seq.;
 - ii. Adoption of any required ordinance(s) under Neb. Rev. Stat. § 17-558 or other applicable statutes, if vacation is pursued;
 - iii. Completion of any utility coordination, easement reservations, or engineering review the City determines necessary;
 - iv. Receipt of fully executed, recordable documents required by the City; and
 - v. Recording of the Replat and any associated instruments with the Register of Deeds.
- d. City Right to Terminate. The City may terminate this Agreement at any time prior to recording of the Replat upon written notice to the Owner if the City determines, in its sole discretion, that proceeding is not in the public interest or that the Replat should not be approved in its proposed form. Upon such termination, neither Party shall have any claim against the City arising from the City's decision not to proceed, except as expressly provided elsewhere in this Agreement.
- e. No Specific Performance Against the City. The Owners acknowledge that the City shall not be subject to specific performance or damages for declining to approve the Replat or take any legislative or governmental action contemplated herein.

7. Representations and Warranties of the Owners. Each Owner represents and warrants to the City as follows:

- a. Authority. Each Owner is duly organized, validly existing, and in good standing under the laws of the State of Nebraska (or, in the case of a political subdivision, lawfully created and existing under Nebraska law), and has full power and authority to enter into and perform this Agreement. The execution and delivery of this Agreement have been duly authorized by all necessary actions of such Owner.
- b. Binding Obligation. This Agreement constitutes a valid and binding obligation of such Owner, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, and equitable principles.
- c. No Conflict. The execution and performance of this Agreement does not violate any organizational document, resolution, agreement, or court order applicable to such Owner and do not require the consent of any third party, except as otherwise disclosed in writing to the City.
- d. No Known Impediments. To such Owner's knowledge, the Property is not subject to any pending litigation, condemnation proceeding, or governmental enforcement

action that would materially interfere with the preparation, approval, or recording of the Replat.

- e. Encumbrances. Such Owner has not voluntarily granted any easement, encumbrance, or other property interest affecting the portion of the Property implicated by the Replat that would materially conflict with the right-of-way configuration contemplated by this Agreement, except as reflected of record or otherwise disclosed in writing to the City.

8. Limited Indemnification

- a. Owner Indemnity. To the extent permitted by law, each Owner shall indemnify, defend, and hold harmless the City, its elected and appointed officials, employees, and agents from and against any third-party claim, demand, liability, loss, or expense (including reasonable attorney's fees) arising out of or related to any structure, improvement, or other condition placed or maintained by such Owner on the Property prior to the recording of the Replat that encroaches upon the Platted Right-of-Way.
- b. Exclusions. This indemnification shall not apply to the extent a claim arises from the negligent or wrongful act or omission of the City. Nothing in this Agreement shall be construed as a waiver of any immunities, defenses, or limitations of liability available to the City under applicable law, nor shall this Agreement be construed to expand the City's liability beyond that permitted by law.
- c. Scope, Survival. This Section is intended solely to allocate responsibility for historic encroachments and shall not be construed as creating any broader indemnity obligation. The obligations set forth in this Section shall survive recording of the Replat.

- 9. Utilities; Easements; Infrastructure.** Notwithstanding any provision of this Agreement or the Replat, the City expressly reserves, and the Owners acknowledge, the continued existence of all existing public or private utilities and related infrastructure located within the Platted Right-of-Way or any area affected by the Replat, whether or not depicted thereon. In connection with any vacation, relocation, or adjustment of the right-of-way, the City may reserve, create, confirm, or require easements for utilities, drainage, access, maintenance, or other public purposes as the City determines necessary in its sole discretion. Nothing herein shall obligate the City to relocate, remove, improve, replace, or modify any utility or infrastructure, and any such relocation shall occur only upon terms separately approved by the City and any affected utility provider. The absence of any utility depiction on the Replat shall not be construed as evidence of the absence of such utility, and nothing in this Agreement shall limit the City's authority to establish or require easements for existing or future utilities in accordance with applicable law.

- 10. Recording; Binding Effect.** This Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. The Parties acknowledge that a Memorandum of Agreement, substantially in the form attached hereto as Exhibit B (the "Memorandum"), is incorporated herein by reference and forms a part of this Agreement. The City may,

in its discretion, record either this Agreement in its entirety or the Memorandum together with the applicable signature page(s), and any such recording shall constitute notice of this Agreement and shall bind the Property. The Owners expressly consent to such recording and waive any further right to approve the form of the recorded instrument so long as it is consistent with this Agreement. Recording of this Agreement or the Memorandum shall not, by itself, effectuate any vacation, dedication, conveyance, or alteration of property interests unless and until accomplished by separate recorded instrument or approved Replat as required herein.

11. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by a written instrument executed by the City and the Owners, and, if required by law, approved by formal action of the City Council. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument; electronic or scanned signatures shall be deemed effective to the extent permitted by law. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, provided the essential purposes of this Agreement are not thereby defeated.

[Signature Page to Follow]

SIGNATURE PAGE 1 of 5
REPLAT, REALIGNMENT, AND RIGHT-OF-WAY AGREEMENT AND
MEMORANDUM

IN WITNESS WHEREOF, the Parties have executed this Agreement and the Memorandum of Agreement attached hereto as Exhibit B as of the Effective Date first written herein.

JVRBuck, LLC

By: _____

Name: _____

Title _____

State of _____)

) ss.

County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____
2026 by _____, as _____
JVRBuck LLC, a Nebraska limited liability company, on behalf of such company.

Notary Public

SIGNATURE PAGE 2 of 5
REPLAT, REALIGNMENT, AND RIGHT-OF-WAY AGREEMENT AND
MEMORANDUM

Lems Properties, LLC

Lems Properties, LLC, a Nebraska Limited Liability Company

By: _____

Name: _____

Title _____

State of _____)

) ss.

County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____
2026 by _____, as _____
Lems Properties LLC, a Nebraska limited liability company, on behalf of such company.

Notary Public

SIGNATURE PAGE 3 of 5
REPLAT, REALIGNMENT, AND RIGHT-OF-WAY AGREEMENT AND
MEMORANDUM

Cheney Welding, Inc.

Cheney Welding, Inc., a Nebraska Corporation

By: _____

Name: _____

Title _____

State of _____)

) ss.

County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____
2026 by _____, as _____
Cheney Welding Inc, a Nebraska corporation, on behalf of such corporation.

Notary Public

SIGNATURE PAGE 5 of 5
REPLAT, REALIGNMENT, AND RIGHT-OF-WAY AGREEMENT AND
MEMORANDUM

City of Bennet, Nebraska

City of Bennet, Nebraska, a municipal corporation

By: _____

Name: _____

Title _____

Attest:

Name: _____

Title: _____

EXHIBIT A
Owners and Property Descriptions

Owner 1: JVRBuck, LLC, a Nebraska limited liability company, whose property affected by this Agreement is 590 Monroe Street, Bennet, NE 68317 (“Parcel 1”), and whose address for purposes of this Agreement is PO Box 311, Bennet, NE 68317.

Parcel 1 Legal Description:

Lots 4, 5, and 6, Block 33, Original Town of Bennet, Lancaster County, Nebraska

Owner 2: Lems Properties, LLC, a Nebraska limited liability company, whose property affected by this Agreement is 545 Quincy Street, Bennet, NE 68317 (“Parcel 2”), and whose address for purposes of this Agreement is 9620 Glass Ridge Court, Lincoln, NE 68526.

Parcel 2 Legal Description:

The South Half of Lot 2 and all of Lot 3, Block 33, Original Town, Bennet, Lancaster County, Nebraska

Owner 3: Cheney Welding, Inc., a Nebraska corporation, whose property affected by this Agreement is 510 Monroe Street, Bennet, NE 68317 (“Parcel 3”), and whose address for purposes of this Agreement is PO Box 391, Bennet, NE 68317.

Parcel 3 Legal Description:

Lot One (1), and the North Half (N1/2) of Lot Two (2), Block Thirty-Three (33), Original Town, Bennet, Lancaster County, Nebraska

Owner 4: Bennet Rural Fire Protection, a political subdivision, whose property affected by this Agreement is the Public Square Subdivision, Lot 3 in Bennet, NE 68317 (“Parcel 4”), and whose address for purposes of this Agreement is 17701 Roca Road, Bennet, NE 68317.

Parcel 4 Legal Description:

The Public Square Subdivision, a Subdivision of Block 32, located in the Northeast Quarter of Section 10, Township 8 North, Range 8 East of the 6th P.M. Bennet, Lancaster County, Nebraska and being more particularly described by metes and bounds as follows: Beginning at the Southwest corner of said Block 32; thence N00°00’00”E a distance of 132.33 feet; thence S87°55’13”E a distance of 132.33 feet; thence S00°02’09”W a distance of 132.40 feet; thence N87°53’14”W a distance of 132.25 feet to the Point of Beginning and containing a calculated area of 0.402 acres more or less.

Owner 5: The City of Bennet, Nebraska, a municipal corporation, whose property affected by this Agreement is the Public Square Subdivision, Lot 1 in Bennet, NE 68317 (“Parcel 5”), and whose address for purposes of this Agreement is 685 Monroe Street, Bennet, NE 68317.

Parcel 5 Legal Description:

The Public Square Subdivision, a Subdivision of Block 32, located in the Northeast Quarter of Section 10, Township 8 North, Range 8 East of the 6th P.M. Bennet, Lancaster County, Nebraska and being more particularly described by metes and bounds as follows: Referring to the Southwest corner of said Block 32; thence N0°00'00"E (an assumed bearing), a distance of 132.33 feet to the Point of Beginning, thence' continuing N00°00'00"E a distance of 132.33 feet; thence S87°57'22"E a distance of 264.79 feet; thence S00°03'47"W a distance of 264.97 feet; thence N87°53'14"W a distance of 66.13 feet; thence N00°02'58"E a distance of 132.44 feet; thence N87°55;13'W a distance of 198.49 feet to the Point of Beginning and containing a calculated area of 1.203 acres more or less.

EXHIBIT B
Memorandum of Agreement

REGARDING REPLAT AND RIGHT-OF-WAY ADJUSTMENT

This Memorandum of Agreement (the “Memorandum”) is made as of the __ day of _____, 2026, by and between the City of Bennet, Nebraska, a municipal corporation (the “City”), and the record owners of the real property described on Exhibit A attached hereto (collectively, the “Owners”).

1. **Reference to Agreement.** The City and the Owners have entered into that certain Replat, Realignment, and Right-of-Way Agreement dated as of __, 2026 (the “Agreement”), which affects the real property described on Exhibit A attached hereto and incorporated herein (the “Property”).
2. **Purpose.** The Agreement provides for the preparation, review, and potential approval and recording of a replat affecting the Property and for possible adjustment, confirmation, vacation, or dedication of public right-of-way, all subject to applicable Nebraska law and the discretionary governmental approval of the City.
3. **No Immediate Conveyance.** This Memorandum is intended solely to provide notice of the existence of the Agreement. Nothing contained herein shall, by itself, effectuate any conveyance, dedication, vacation, or alteration of property interests unless and until accomplished by separate recorded instrument or approved and recorded replat as required by law.
4. **Binding Effect.** This Agreement, and this Memorandum as notice thereof, run with the land and are binding upon the Property and the respective successors and assigns of the Owners in accordance with the terms of the Agreement.
5. **Conflicts.** In the event of any conflict between this Memorandum and the Agreement, the terms of the Agreement shall control.

The signatures affixed to the Agreement to which this Memorandum is attached shall constitute execution of this Memorandum for all purposes, and no separate execution of this Memorandum shall be required.

EXHIBIT C
Preliminary Replat Map

