RESOLUTION APPROVING SETTLEMENT PAYMENT TO HORSE CREEK FARMS GENERAL PARTNERSHIP FOR SANITARY SEWER EASEMENT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6), 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, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, Horse Creek Farms General Partnership had previously sued Sarpy County for the taking of temporary and permanent sanitary sewer easements located within portions of Tax lot G, 36-14-11 and Pt Tax lot H, 36-14-11 using the power of eminent domain, as further described in an action found in the records of the District Court of Sarpy County, Nebraska as CI 14-691 (hereinafter, “the Taking”); and,

WHEREAS, the Parties settled the lawsuit found in CI 14-691, but the County was unable to complete the installation of the sanitary sewer within the area of the Taking within one year, by which Horse Creek Farms is entitled to additional compensation for the holdover possession of the temporary easement.

WHEREAS, an agreement has been proposed which would resolve the claims against the County and the Sheriff for payments totaling $12,000.00, and said settlement is a fair and reasonable to all parties.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS that the payments described in the attached Settlement Agreement is hereby approved and the Clerk is hereby authorized to take make the payments described therein.

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 12th day of January, 2016.

Chairman, Sarpy County Board

Sarpy County Clerk

[SEAL]
This Settlement Agreement (hereinafter, “Agreement”) is made as of the dates indicated at the signatures below by and between Horse Creek Farms, a Colorado General Partnership (hereinafter, “Horse Creek Farms”) and the County of Sarpy, a political subdivision in the state of Nebraska, (hereinafter, “County”). Collectively, Horse Creek Farms and County are hereinafter sometimes referred to as the “Parties.”

WITNESSETH:

WHEREAS, previously Horse Creek Farms maintained an action against County for the taking of temporary and permanent sanitary sewer easements located within portions of Tax lot G, 36-14-11 and Pt Tax lot H, 36-14-11 using the power of eminent domain, as further described in an action found in the records of the District Court of Sarpy County, Nebraska as CI 14-691 (hereinafter, “the Taking”); and,

WHEREAS, the Parties settled the lawsuit found in CI 14-691, but the County was unable to complete the installation of the sanitary sewer within the area of the Taking within one year, by which Horse Creek Farms is entitled to additional compensation for the holdover possession of the temporary easement.

NOW, THEREFORE, in consideration of the covenants set forth herein, Horse Creek Farms and County do hereby agree and contract with each other as follows:

1. County will pay the total sum of $12,000.00, to Horse Creek Farms in full and complete settlement of any and all claims Horse Creek Farms now has or which may arise out of any actions by County or County’s employees or representatives in connection with the Taking.

2. The compensation of $12,000.00 represents $8,000.00 for the extended period of time in which the County was in possession of the temporary easement and $4,000.00 for the loss of crop in the temporary easement area for 2015.

3. In consideration of the sum of $12,000.00 as described above, Horse Creek Farms, its successors, attorneys, agents and assigns do hereby release, hold harmless and discharge County, its commissioners, elected officials, officers, agents, employees, representatives, attorneys, and assigns, from any and all claims or causes of action, whether constitutional, contractual, tort, or otherwise, known, or unknown, foreseen or unforeseen, which relates in any way to or arises in any way from the Taking as described herein. This release is only for claims that have accrued prior to January 12, 2016.

4. It is the intention of the Parties hereto that this Agreement will completely predetermine and resolve all claims, disputes, and/or causes of action, and that, after execution of this Agreement, there will be no remaining claims or demands which any person or party can or may make upon the County, its commissioners, elected officials, officers, agents, employees, representatives, attorneys, and assigns, as a result of the Taking described herein.
IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by the property officials thereunto duly authorized as of the dates below indicated.

Executed by Sarpy County this 12th day of January, 2016.

SARPY COUNTY, NEBRASKA,
A Political Subdivision

Chairperson, Board of Commissioners

Executed by Horse Creek Farms this 14th day of January, 2016.

HORSE CREEK FARMS, A Colorado
General Partnership

Dennis Esch, Managing Partner