

AGREEMENT FOR TEMPORARY CONSTRUCTION OCCUPANCY

Agreement made and entered into by and between the CITY OF GRAND ISLAND, a municipal corporation of the State of Nebraska, herein referred to as "City", and SHARON J. MANNING, Owner, herein referred to as "Owner", whether one or more.

Recitals

WHEREAS, the City intends to construct North Road Paving Improvements; Project No. 2019-P-5, on or adjacent to property owned by Owner; and

WHEREAS, it may be necessary for the City, its officers, agents, employees, contractors, subcontractors, and authorized representatives to temporarily enter upon, travel over, excavate, clear, backfill, store materials upon, and otherwise use the lands herein described which are owned by Owner during the aforementioned construction project.

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 City, its officers, agents, employees, contractors, subcontractors, and authorized representatives the right to enter upon the following described real estate located in Lot One (1), Northwest Subdivision, in the City of Grand Island, Hall County, Nebraska, being described as follows:

REFERRING TO THE NORTHWEST CORNER OF LOT ONE (1), NORTHWEST SUBDIVISION; THENCE S89°47'38"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT ONE (1), A DISTANCE OF 69.66 FEET TO THE POINT OF BEGINNING; THENCE S64°08'41"W, A DISTANCE OF 26.52 FEET; THENCE N89°47'38"W, PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 17.96 FEET; THENCE SOUTHWESTERLY ON A 68.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 34.66 FEET, THE CHORD OF SAID CURVE BEARS S37°53'21"W, 34.28 FEET; THENCE S00°25'00"E, PARALLEL WITH AND 6.50 FEET DISTANT FROM THE WEST LINE OF SAID LOT ONE (1), A DISTANCE OF 178.21 FEET TO THE SOUTH LINE OF SAID LOT ONE (1); THENCE S89°52'00"E ON SAID SOUTH LINE, A DISTANCE OF 10.00 FEET; THENCE N00°25'00"W, PARALLEL WITH AND 16.50 FEET DISTANT FROM SAID WEST LINE, A DISTANCE OF 176.12 FEET; THENCE NORTHEASTERLY ON A 58.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 40.32 FEET, THE CHORD OF SAID CURVE BEARS N45°11'54"E, 39.51 FEET; THENCE N89°59'38"E, A DISTANCE OF 85.28 FEET TO THE EAST LINE OF SAID LOT ONE (1); THENCE N00°24'59"W ON SAID EAST LINE, A DISTANCE OF 12.60 FEET TO THE NORTHEAST CORNER OF SAID LOT ONE (1); THENCE N89°47'38"W ON SAID NORTH LINE, A DISTANCE OF 60.36 FEET TO THE POINT OF BEGINNING, CONTAINING 0.07 ACRES, MORE OR LESS.

to do such work as may be necessary or appropriate for the construction of North Road Paving Improvements; Project No. 2019-P-5 and related facilities adjacent to such property. Such right of entry shall include, but not be limited to the right to enter upon, travel over, excavate, clear fences, drives, irrigation lines and other improvements, backfill, store materials upon, and otherwise use the above described premises.

Section Two Term of Agreement

The premises may be occupied and used by the City for the purposes related hereto during the period beginning the date construction work starts on North Road Paving Improvements; Project No. 2019-P-5 and continuing until the construction work is completed.

Section Three
Valuation of Improvement

The parties hereby agree that the improvements located on the above described premises are limited to the following items having values as shown:

<u>Item</u>	<u>Value</u>
Use of Temporary Construction Area	\$ 609.84
Sprinklers	\$1,900.00
Shrubs	\$ 500.00
Total Compensation	\$3,009.84

Section Four
Compensation

The City hereby agrees to pay to Owner the full value as shown for any item destroyed by the City during the term of this agreement. In the event an item is damaged but not destroyed and the parties are unable to agree as to the amount of such damage, the City shall have the option to either pay Owner the full value of the item or items in dispute as shown or submit the issue of damages on the disputed item or items to a board of appraisers appointed under an action in condemnation. In the event the City shall elect to have the damages determined under an action in condemnation, then the City hereby agrees to pay to Owner the amount as finally determined in such action and appeals. The Owner hereby agrees to accept full payment for damages arising from the use of the aforesaid property by City the amount paid by the City in accordance with this agreement.

Section Five
Remarks

The City shall restore the premises to grade prior to the termination of this agreement.

Section Six
Assignment

It is understood that the rights of the owner do not automatically transfer upon sale or lease of the property. The City agrees to permit assignment of the rights and obligations of Owner to a subsequent buyer or tenant, provided Owner obtains the City's prior written consent which City shall not unreasonably withhold.

DATED: 9-10- _____, 2020

OWNER

BY Sharon J. Manning
SHARON J. MANNING

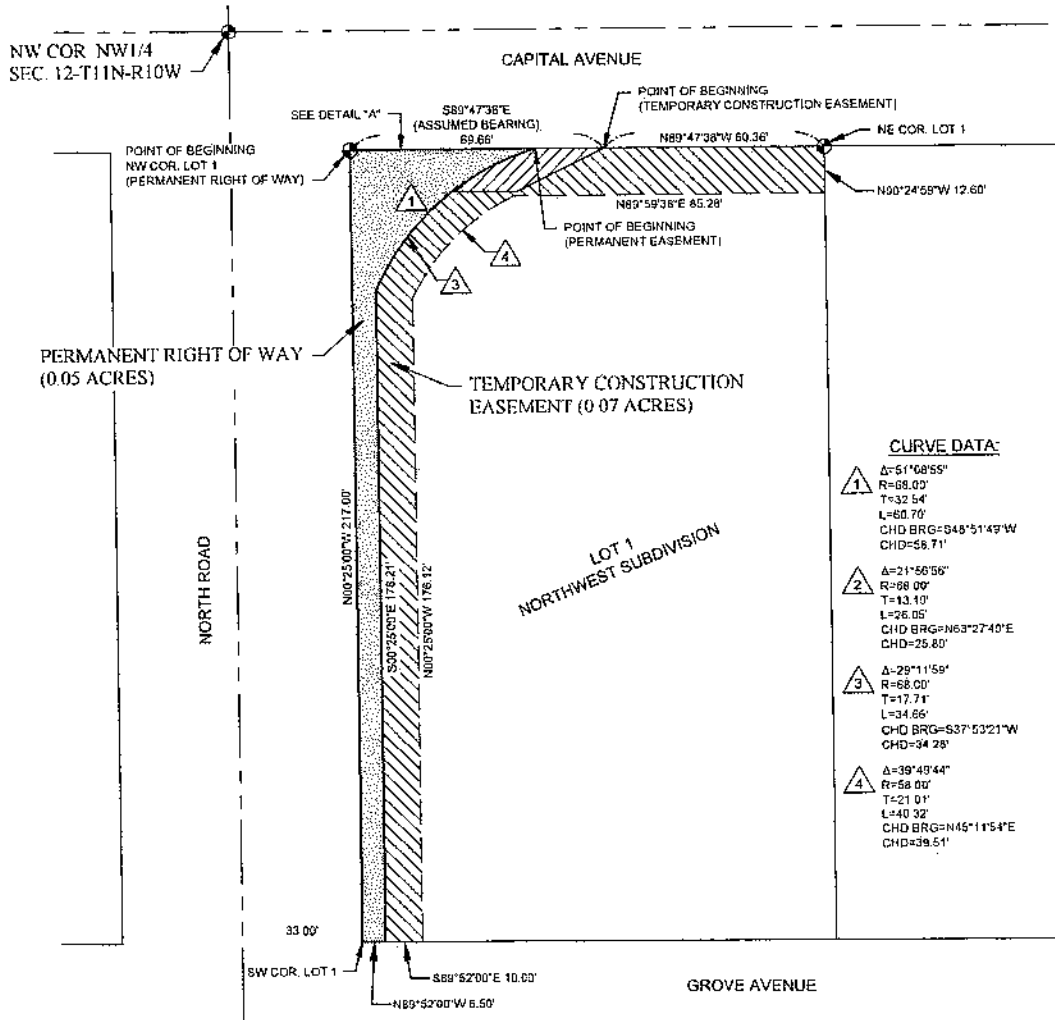
DATED: February 25 _____, 2020

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

BY Roger G. Steele
ROGER G. STEELE, MAYOR

Attest: RaNae Edwards
RaNae Edwards, City Clerk

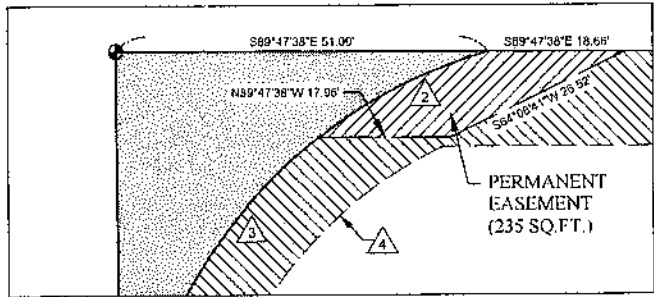
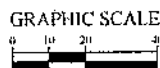
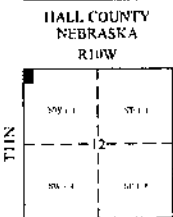
TEMPORARY CONSTRUCTION EASEMENT, PERMANENT EASEMENT AND NEW RIGHT OF WAY EXHIBIT



CURVE DATA:

1	$\Delta=51^{\circ}08'55''$ R=68.00' T=32.54' L=60.70' CHD BRG=N48^{\circ}51'49''W CHD=58.71'
2	$\Delta=21^{\circ}56'56''$ R=68.00' T=13.49' L=26.05' CHD BRG=N63^{\circ}27'40''E CHD=25.80'
3	$\Delta=29^{\circ}11'59''$ R=68.00' T=17.71' L=34.66' CHD BRG=S37^{\circ}53'21''W CHD=34.28'
4	$\Delta=39^{\circ}49'44''$ R=68.00' T=21.01' L=40.32' CHD BRG=N45^{\circ}11'54''E CHD=39.51'

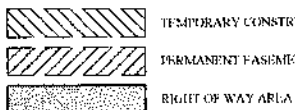
VICINITY SKETCH



NOTE: ALL BEARINGS ARE ASSUMED.

LEGEND

- MONUMENT FOUND
- MONUMENT SET
- CALCULATED POINT
- 1) DISTANCE
- 2) DISTANCE
- M) MEASURED DISTANCE
- P) PLAT DISTANCE
- R) RECORDED DISTANCE



DATE	HW24/2019
SCALE	1" = 40'
DRAWN	AJG
JOB NO	R190020
FIELD BOOK	GRAND ISLAND #7
FIELD WORK	AG/BS
SHEET	1 OF 2
TRACT NO	4

TEMPORARY CONSTRUCTION EASEMENT, PERMANENT EASEMENT AND NEW RIGHT OF WAY EXHIBIT

PERMANENT RIGHT OF WAY DESCRIPTION:


A PARCEL OF LAND LOCATED IN LOT 1, NORTHWEST SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1, NORTHWEST SUBDIVISION; THENCE S89°47'38"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 51.00 FEET; THENCE SOUTHWESTERLY ON A 68.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 60.70 FEET, THE CHORD OF SAID CURVE BEARS S48°51'49"W, 58.71 FEET; THENCE S00°25'00"E, PARALLEL WITH AND 6.50 FEET DISTANT FROM THE WEST LINE OF SAID LOT 1, A DISTANCE OF 178.21 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE N89°52'00"W ON SAID SOUTH LINE, A DISTANCE OF 6.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N00°25'00"W ON SAID WEST LINE, A DISTANCE OF 217.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.05 ACRES, MORE OR LESS.

PERMANENT EASEMENT DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 1, NORTHWEST SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHWEST CORNER OF LOT 1, NORTHWEST SUBDIVISION; THENCE S89°47'38"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 51.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°47'38"E ON SAID NORTH LINE, A DISTANCE OF 18.66 FEET; THENCE S64°08'41"W, A DISTANCE OF 26.52 FEET; THENCE N89°47'38"W, PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 17.96 FEET; THENCE NORTHEASTERLY ON A 68.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 26.05 FEET TO THE POINT OF BEGINNING, THE CHORD OF SAID CURVE BEARS N63°27'49"E, 25.89 FEET, CONTAINING 235 SQUARE FEET, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 1, NORTHWEST SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHWEST CORNER OF LOT 1, NORTHWEST SUBDIVISION; THENCE S89°47'38"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 69.66 FEET TO THE POINT OF BEGINNING; THENCE S64°08'41"W, A DISTANCE OF 26.52 FEET; THENCE N89°47'38"W, PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 17.96 FEET; THENCE SOUTHWESTERLY ON A 68.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 34.66 FEET, THE CHORD OF SAID CURVE BEARS S37°53'21"W, 34.28 FEET; THENCE S00°25'00"E, PARALLEL WITH AND 6.50 FEET DISTANT FROM THE WEST LINE OF SAID LOT 1, A DISTANCE OF 178.21 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE S89°52'00"E ON SAID SOUTH LINE, A DISTANCE OF 10.00 FEET; THENCE N00°25'00"W, PARALLEL WITH AND 16.50 FEET DISTANT FROM SAID WEST LINE, A DISTANCE OF 176.12 FEET; THENCE NORTHEASTERLY ON A 58.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 40.32 FEET, THE CHORD OF SAID CURVE BEARS N45°11'54"E, 39.51 FEET; THENCE N89°59'38"E, A DISTANCE OF 86.28 FEET TO THE EAST LINE OF SAID LOT 1; THENCE N00°24'59"W ON SAID EAST LINE, A DISTANCE OF 12.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE N89°47'38"W ON SAID NORTH LINE, A DISTANCE OF 60.36 FEET TO THE POINT OF BEGINNING, CONTAINING 0.07 ACRES, MORE OR LESS.

DATE 10/24/2019	
SCALE	
DRAWN AJG	
JOB NO R190020	
FIELD BOOK GRAND ISLAND #7	
FIELD WORK AG/BS	
SHEET 2 OF 2	
TRACT NO 4	800.723.8567 Grand Island, NE 308.381.7478 www.j&s.com