

## AGREEMENT

On this 19<sup>th</sup> day of November, 2020, the Central Platte Natural Resources District (“CPNRD”), a political subdivision of the State of Nebraska; the City of Grand Island (“City”), a political subdivision of the State of Nebraska; Hall County, Nebraska (“County”), a political subdivision of the State of Nebraska; and the Grand Island Area Economic Development Corporation (“GIAEDC”), a private 501(c)(6) non-profit corporation, collectively referred to herein as “Parties” or individually as “Party”, have entered into this Agreement.

### RECITALS:

WHEREAS, the local economy benefits from the Platte Valley Industrial Park Subdivisions and farmland shown on Exhibit “A”.

WHEREAS, the properties, as detailed on Exhibit “A”, suffer from periodic inundation from precipitation events that hinder the desired development and causes economic damages, the Parties desire to jointly develop a drainage project (“Project”) through the subject property and surrounding area;

WHEREAS, the Project will include lands held by GIAEDC and other private persons/entities, development will be accomplished most effectively through a joint effort of the Parties;

WHEREAS, the Parties have all obtained the necessary approvals from their governing Boards to begin the Project;

WHEREFORE, the Parties agree as follows:

1. CPNRD shall be responsible for the construction management of the Project. Construction management shall include the design, planning, and actual construction of the Project drainage ditches, canals, and culverts. The Parties shall jointly approve the Project design and plan prior to the initiation of actual construction.

2. CPNRD shall be responsible for the negotiation and acquisition of any and all right-of-way and/or easements within City limits; the County shall be responsible for negotiation and acquisition of all right-of-way and/or easements outside of City limits. All easements shall be conveyed to, and held by, the CPNRD.

3. Cost of the Project shall be shared by the Parties through cash, in-kind services, and an assessment district, which was created by Grand Island City Council via Ordinance No. 9774 on July 14, 2020 and continued via Resolution No. 2020-214 on September 8, 2020. Hall County will complete in-kind services, at an estimated cost of \$85,000.00, which shall consist of grading existing county road ditches from Blaine Street to Schimmer Drive, easement and/or right-of-way negotiations and acquisitions outside of City limits, and furnishing and installing 36” storm sewer pipe. The GIAEDC shall contribute a total amount of \$180,000.00, with the CPNRD and a City drainage assessment district equally sharing the remaining cost. The GIAEDC shall fund its contribution to the Project as follows: (a) \$45,000 will be funded once the Parties jointly approve the Project design and plan in accordance with Section 1; (b) \$45,000 will be funded once all easements for the Project

are obtained in accordance with Section 2; (c) \$45,000 will be funded once the construction of the Project is 50% complete; and (d) \$45,000 will be funded once the Project is complete. In no event shall GIAEDC be required to fund more than \$180,000 in cash to the Project. The Project is subject to the creation of the drainage district referenced above and will be funded by the City of Grand Island until the proceeds of the district are collected. The overall project shall be led by CPNRD, which will be funding the project and invoicing the GIAEDC and City for their contribution in accordance with the schedule set forth in this Section 3.

4. The partners in the agreement agree to continue to pursue available grants that may be available and will meet the project schedule and scope.

5. Upon construction, maintenance of the Project shall be the responsibility of the City with respect to that portion of the Project located within properties shown on Exhibit "A". The County shall be responsible for maintenance for that portion of the Project that lies outside the subject properties on Exhibit "A" up until the adjacent property or adjacent roads are annexed at which time the responsibility shall switch to the City. The covenants and obligations of the City and the County under this Section 5 shall survive the completion of the Project and the termination or expiration of this Agreement and each Party shall have the right to enforce the obligations of City and County pursuant to this Section 5 from and after the completion of the Project.

6. Time is of the essence and the Project shall proceed with all due diligence.

7. This Agreement shall be effective on the date that all parties have executed the agreement and shall continue in force and remain binding through completion of the project or until the agreement is amended; provided, however, that all covenants or agreements contained in Sections 5, 7, 9 and 10 of this Agreement shall survive the completion of the Project and the termination or expiration of this Agreement.

8. In carrying out the terms and conditions of this Agreement, the Parties shall not discriminate against any employee with respect to compensation, terms, advancement potential, conditions or privileges of employment, because of race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of applicable law. There shall be no third party beneficiaries.

9. To the fullest extent permitted by law, each Party (the "Indemnitor") shall and hereby does indemnify, defend and hold harmless each of the other Parties and all of their affiliates and their respective officers, directors, partners, employees, members, managers, shareholders and agents (collectively, "Indemnified Parties") from and against any and all actions, causes of action, claims, demands, suits, lawsuits, proceedings, investigations or subpoenas (collectively, "Claims") and all related damages, losses, liabilities, awards, fines, fees, penalties, interest, settlements, judgements, costs or other expenses of any nature whatsoever (including attorneys' fees) if such Claim directly or indirectly arises out of or is related to this Agreement, the negligence, actions, inactions or misconduct of the Indemnitor, or the Indemnitor's performance or failure to perform under this Agreement, except to the extent such Claim results directly from the sole active gross negligence or willful misconduct of the Indemnified Party. The covenants and obligations of the Parties under this Section 9 shall survive the completion of the Project and the termination or expiration of this Agreement and each Party shall have the right to enforce the obligations of the other Parties pursuant to this Section 9 from and after the completion of the Project.

10. It is recognized and acknowledged by the Parties that a breach of any representation, warranty, covenant or agreement contained in this Agreement by any Party will cause irreparable

damage to the other Parties, the exact amount of which will be difficult or impossible to ascertain, and that the remedies at law for any such breach will be inadequate. Accordingly, each Party agrees that in the event of a breach of any representation, warranty, covenant or agreement contained in this Agreement by any Party, in addition to any other remedy which may be available at law or in equity, each other Party shall be entitled to specific performance and injunctive relief, without the requirement of posting a bond. The covenants and obligations of the Parties under this Section 9 shall survive the completion of the Project and the termination or expiration of this Agreement and each Party shall have the right to enforce the obligations of the other Parties pursuant to this Section 9 from and after the completion of the Project.

IN WITNESS WHEREOF, the Parties hereby sign and execute this Agreement:

CENTRAL PLATTE NATURAL RESOURCES DISTRICT

By: *Mitchell Reynolds*

Date: *11/19/20*

CITY OF GRAND ISLAND, NEBRASKA

By: *Roger H. Steele*

Date: *October 28, 2020*

*Gregory R. Donhof, Interim City Attorney*

HALL COUNTY, NEBRASKA

By: *Pamela Lancaster - Chair*

Date: *October 27, 2020*

GRAND ISLAND ECONOMIC DEVELOPMENT CORPORATION

By: *Dave Ryan*

Date: *10/10/20*

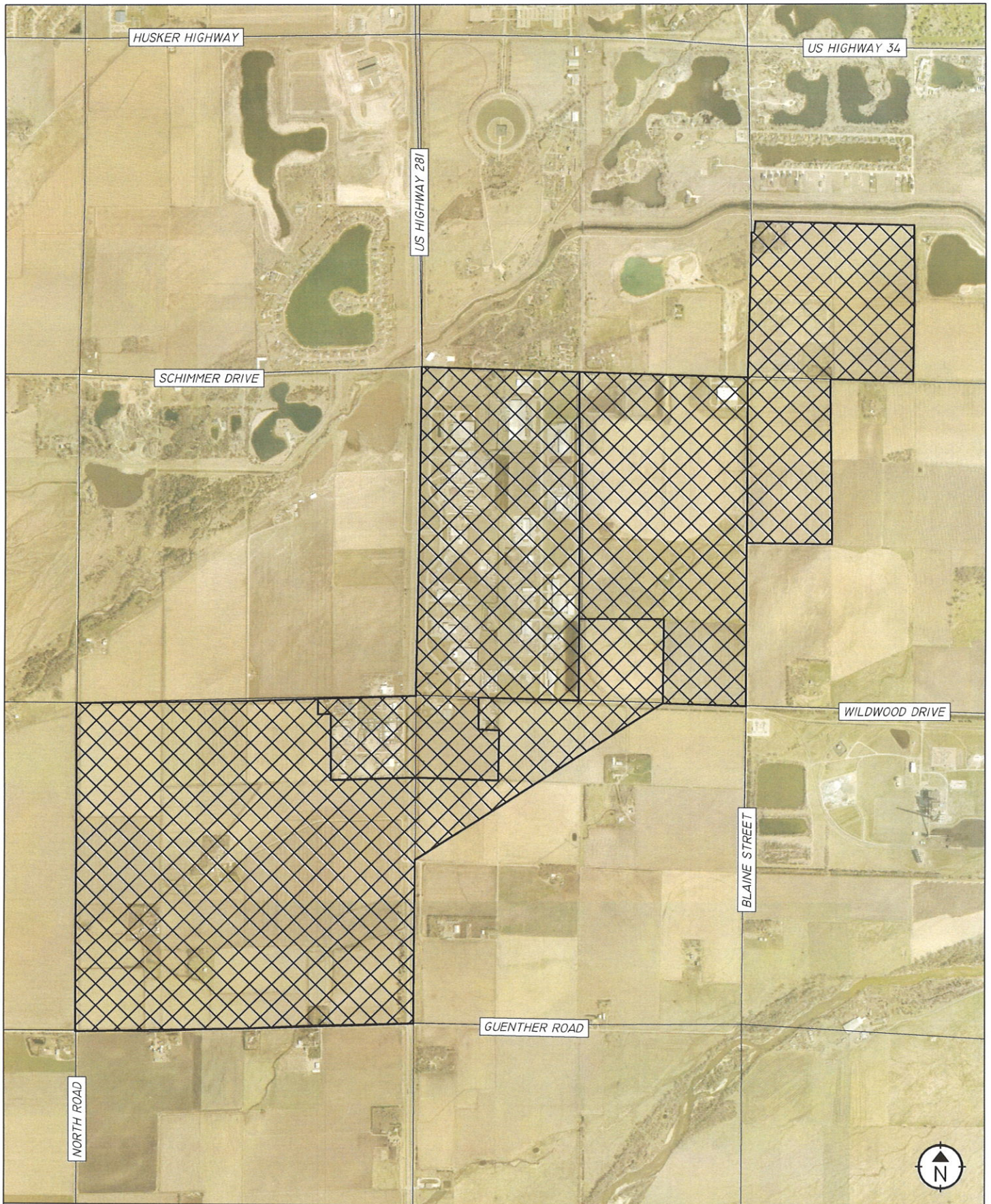


EXHIBIT  
A

PVIP DRAINAGE OUTLET  
BENEFITED DRAINAGE AREA  
GRAND ISLAND, NEBRASKA

CITY OF  
**GRAND ISLAND**  
PUBLIC WORKS DEPARTMENT