

LEASE

This lease agreement is made on ~~November~~ <sup>February</sup> 14, 2024 by and between the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, hereafter referred to as "City" and SAND CREEK CONSTRUCTION, hereinafter referred to as "Lessee".

1. STATEMENT OF PURPOSE. The purpose of this agreement is to set forth the terms and conditions under which the Lessee will lease from the City three (3) parking spaces in the parking lot at the southeast corner of South Locust Street and West South Front Street, the location of which is shown on Exhibit "A", attached hereto and made a part hereof by reference.

2. TERM OF LEASE. This lease shall run for a term of six (6) months commencing on February 14, 2024 1, 2023.

3. CONSIDERATION. In consideration of this lease, the Lessee agrees to pay to the City as rentals for the three (3) parking spaces Six Hundred Dollars (\$600.00) per six (6) months or Four Hundred Dollars (\$400.00) per stall per year. This rental shall be due and payable to the city of Grand Island in lump sum on or before February 14, 2024.

4. SIGNS AND MARKINGS. The Lessee shall be responsible for marking off the designated parking stalls, as depicted on Exhibit "A", attached hereto indicating that the aforementioned parking spaces are leased for private parking, and shall be responsible for any damage, theft, etc. of such. Notice shall be posted indicating that the aforementioned parking spaces are for use by SAND CREEK CONSTRUCTION parking and that violators will be towed at owner's expense. The Lessee shall relocate the current handicap stall to the two (2) stalls directly north of its current location in the subject parking lot. Such stalls shall be marked with temporary signage. There shall be no holes put in the concrete parking lot.

5. ENFORCEMENT. Lessee shall be responsible for enforcing that parking is only for use specified in Section 4. Lessee shall be responsible for calling tow companies for parking violations. Lessee shall not call Grand Island Police Department for enforcement.

6. NOTICES. All notices in connection with this lease shall be sent to the following addresses by first class mail, postage prepaid:

City of Grand Island  
 Public Works Administration  
 P.O. Box 1968  
 Grand Island, NE 68802

Sand Creek Construction  
 1937 N Chestnut Street  
 Wahoo, NE 68066

7. CHOICE OF LAWS. This agreement shall be construed in accordance with the laws of the State of Nebraska.

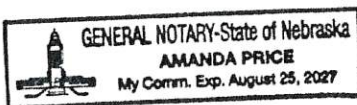
8. ENTIRE AGREEMENT. This lease constitutes the entire agreement between the parties hereto, notwithstanding any other written or oral agreements to the contrary. This lease may be amended only in writing, duly approved and executed by both parties.


**SAND CREEK CONSTRUCTION**

By  Date 2/6/24  
 Title VICE PRES

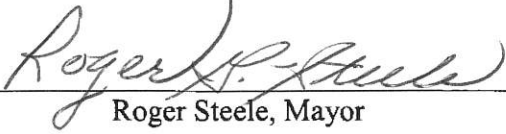
STATE OF NEBRASKA )  
 ) ss:  
 COUNTY OF HALL )

The foregoing document was executed before me on February 6<sup>th</sup>,  
 2024 by ~~Troy~~ ~~Johnston~~ Troy Johnston, Vice President of  
 SAND CREEK CONSTRUCTION.



  
 Notary Public

**CITY OF GRAND ISLAND, NEBRASKA**

By   
Roger Steele, Mayor

Date 2-14-2024

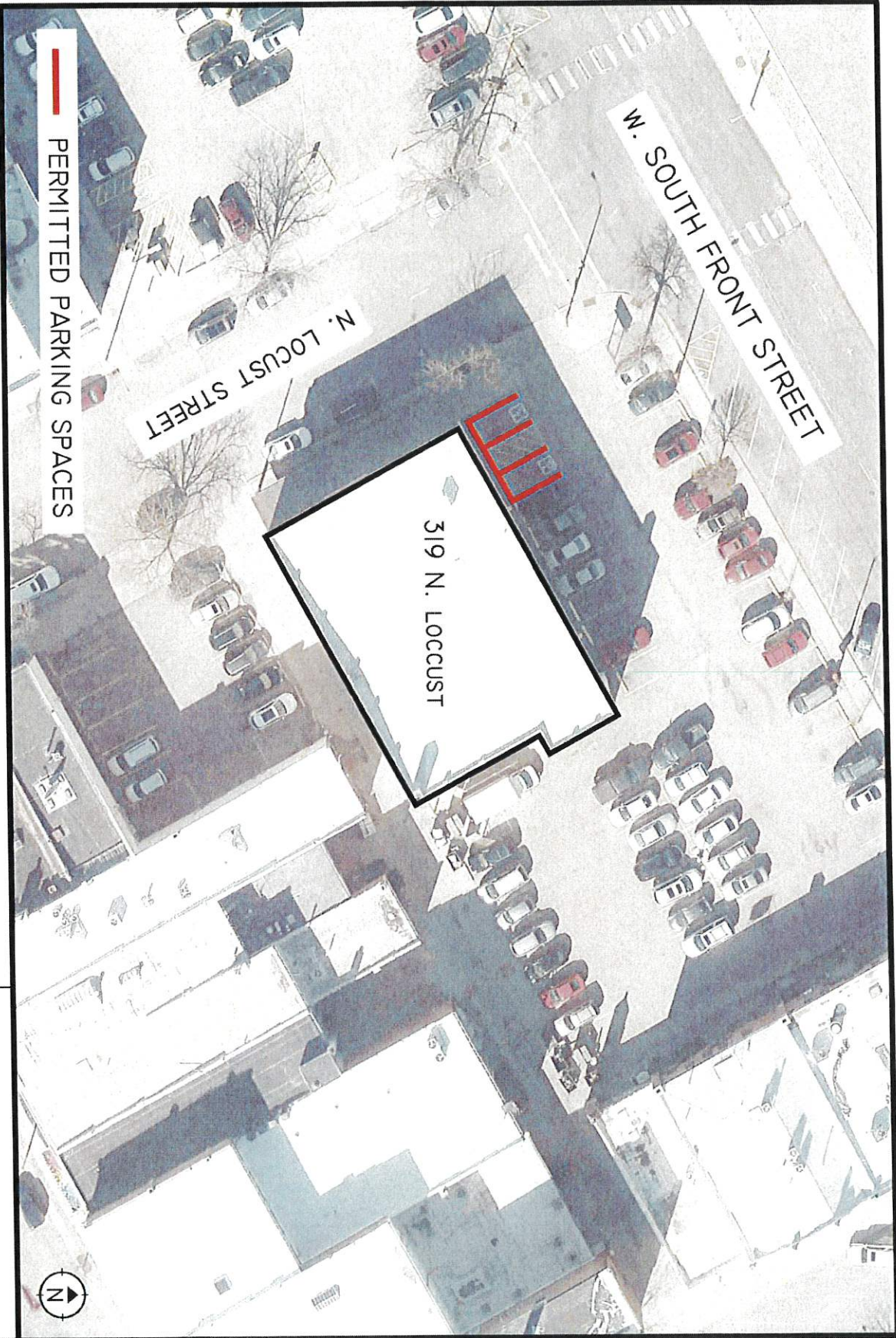
Attest:   
City Clerk

The contract is in due form according to law and hereby approved.

  
Attorney for the City

Date 2/13/24





— PERMITTED PARKING SPACES

DOWNTOWN CONSTRUCTION PARKING PERMIT EXHIBIT

319 N. LOCUST STREET  
GRAND ISLAND, NEBRASKA

**CITY OF GRAND ISLAND**  
PUBLIC WORKS DEPARTMENT