

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 VLACH PROEPRTIES, LLC, a Nebraska Limited Liability Company, herein referred to as "Owner", whether one or more.

Recitals

WHEREAS, the City intends to construct Street Improvement District No. 1260; South Webb Road extending North from Stolley Park Road to Union Pacific Railroad Tracks, 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 part of the northeast quarter of the southwest quarter of Section Twenty (20), Township Eleven (11) North, Range Nine (9) West of the 6th p. m., City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

Commencing at the southeast corner of Lot 2, Vlach Subdivision; thence on an assumed bearing N01°00'44"W, along the east line of said Lot 2, a distance of 72.23 feet to the southwest corner of a tract of land conveyed as Instrument Number 0200900683, Hall County, Nebraska, and the point of beginning; thence N00°57'57"W, along the west line of said tract of land, a distance of 350.77 feet to the northwest corner of said tract of land; thence N85°42'21"E, along the north line of said tract of land, a distance of 30.05 feet; thence S00°57'57"E a distance of 350.71 feet to the south line of said tract of land; thence S85°36'12"W, along the south line of said tract of land, a distance of 30.05 feet to the point of beginning. Said temporary access easement contains a calculated area of 10,522.16 square feet or 0.24 acres more or less.

to do such work as may be necessary or appropriate for the construction of Street Improvement District No. 1260; South Webb Road extending North from Stolley Park Road to Union Pacific Railroad Tracks 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 Street Improvement District No. 1260; South Webb Road extending North from Stolley Park Road to Union Pacific Railroad Tracks 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	\$360.00
Severance Damages	\$3,688.00
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Total Compensation	\$4,048.00

Section Five
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 Six
Remarks

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

Section Seven
Assignment

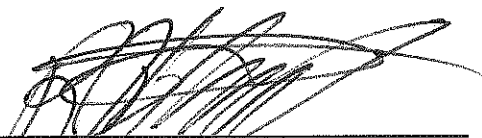
It is understood that the rights of the owner do not automatically transfer upon sale or lease of the property. The City agrees to permit assignment of the rights and obligations of Owner to a subsequent buyer or tenant, provided Owner obtains the City's prior written consent which City shall not unreasonably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

DATED: 2-3, 2014

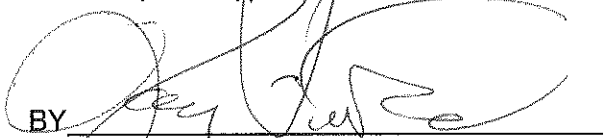
DATED: FEBRUARY 25, 2014

VLACH PROPERTIES, LLC

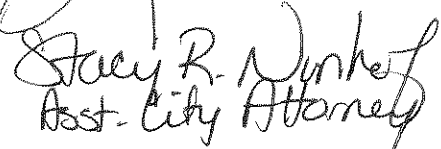
CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

BY 

RONALD J. VLACH, OWNER

BY 

JAY VAVRICEK, MAYOR


Stacy R. Winkler
Asst. City Attorney