

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 LAWNEY L. RATHMAN, TRUSTEE, OF THE LAWNEY L. RATHMAN REVOCABLE LIVING TRUST, herein referred to as "Owner," whether one or more.

Recitals

WHEREAS, the City intends to construct Sanitary Sewer Tap District No. 530T; US Highway 281 Sanitary Sewer Extension to Interstate 80, 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, to wit:

TEMPORARY EASEMENT NO. 1

A TRACT OF LAND LOCATED IN THE EAST HALF (E ½) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 12, TOWNSHIP 10 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID EAST HALF (E ½) OF THE NORTHEAST QUARTER (NE ¼); THENCE S86°48'58"W (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID EAST HALF (E ½) OF THE NORTHEAST QUARTER (NE ¼) A DISTANCE OF 207.13 FEET TO THE ACTUAL POINT OF BEGINNING; THENCE CONTINUING S86°48'58"W ALONG SAID SOUTH LINE OF SAID EAST HALF (E ½) OF THE NORTHEAST QUARTER (NE ¼) A DISTANCE OF 50.04 FEET; THENCE N00°48'35"W PARALLEL WITH AND 80.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY #281 A DISTANCE OF 1180.67 FEET; THENCE S88°22'17"W A DISTANCE OF 40.00 FEET; THENCE N00°48'35"W PARALLEL WITH AND 120.00 FEET WEST OF SAID WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY #281 A DISTANCE OF 139.92 FEET; THENCE N87°02'45"E A DISTANCE OF 80.06 FEET; THENCE S00°48'35"E PARALLEL WITH AND 40.00 FEET WEST OF SAID WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY #281 A DISTANCE OF 141.77 FEET; THENCE N88°22'17"E A DISTANCE OF 10.00 FEET; THENCE S00°48'35"E PARALLEL WITH AND 30.00 FEET WEST OF SAID WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY #281 A

DISTANCE OF 1179.31 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 70,261 SQUARE FEET OR 1.613 ACRES MORE OR LESS.

AND

TEMPORARY EASEMENT NO. 2

A TRACT OF LAND LOCATED IN THE EAST HALF (E ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 12, TOWNSHIP 10 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID EAST HALF (E ½) OF THE SOUTHEAST QUARTER (SE ¼); THENCE S86°48'58"W (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID EAST HALF (E ½) OF THE SOUTHEAST QUARTER (SE ¼) A DISTANCE OF 207.13 FEET TO THE ACTUAL POINT OF BEGINNING; THENCE S05°21'00"E A DISTANCE OF 239.93 FEET; THENCE S12°20'17"W A DISTANCE OF 395.58 FEET; THENCE S00°36'02"E PARALLEL WITH AND 30.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY #281 A DISTANCE OF 2024.18 FEET TO THE SOUTH LINE OF SAID EAST HALF (E ½) OF THE SOUTHEAST QUARTER (SE ¼); THENCE S86°54'01"W ALONG SAID SOUTH LINE OF THE EAST HALF (E ½) OF THE SOUTHEAST QUARTER (SE ¼) A DISTANCE OF 50.05 FEET; THENCE N00°36'02"W PARALLEL WITH AND 80.00 FEET WEST OF SAID WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY #281 A DISTANCE OF 2032.04 FEET; THENCE N12°20'17"E A DISTANCE OF 393.47 FEET; THENCE N05°21'00"W A DISTANCE OF 234.04 FEET TO THE NORTH LINE OF SAID EAST HALF (E ½) OF THE SOUTHEAST QUARTER (SE ¼); THENCE N86°48'58"E ALONG SAID NORTH LINE OF THE EAST HALF (E ½) OF THE SOUTHEAST QUARTER (SE ¼) A DISTANCE OF 50.04 FEET TO THE POINT OF BEINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 132,981 SQUARE FEET OR 3.053 ACRES MORE OR LESS.

to do such work as may be necessary or appropriate for the construction of Sanitary Sewer Tap District No. 530T; US Highway 281 Sanitary Sewer Extension to Interstate 80 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, and restore ground to the condition existing before this project.

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 Sanitary Sewer Tap District No. 530T; US Highway 281 Sanitary Sewer Extension to Interstate 80, and continuing until the construction work is completed. It is anticipated that work will be completed in April 2015.

At all times, Owner or his agents, assigns, representatives, or tenants shall have access to the driveway located on the real estate described in Section One.

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>
<u>Use of Temporary Construction Area</u>	<u>\$13,050.00</u>
Total Compensation	\$13,050.00

Section Four
Compensation

The City hereby agrees to pay to Owner the full value as shown in Section Three within thirty calendar days of the this Agreement being fully executed. The Owner hereby agrees to accept as 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, except that this Agreement does not cover any crop damage that actually occurs due to construction of this project.

Section Five
Remarks

The City shall restore the premises to grade and prior condition before the termination of this Agreement.

Section Six
Indemnification and Hold Harmless Obligation

The City shall indemnify and hold Owner, its successors, assigns and tenants, harmless from any liability in respect to the injury of any person or damage to any property attributable to the construction of Sanitary Sewer Tap District No. 530T; US Highway 281 Sanitary Sewer Extension to Interstate 80. Such obligation of indemnification shall include, but not be limited to, all costs resulting from any such claims, such as cost of defense, court costs, settlement costs, judgments and attorney fees incurred in the defense of any such claim.

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: 3-21, 20

DATED: March 11, 2014

OWNER

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

BY Lawney L. Rathman
LAWNEY L. RATHMAN, TRUSTEE
OF THE LAWNEY L. RATHMAN
REVOCABLE LIVING TRUST

BY Jay Vavricek
JAY VAVRICEK, MAYOR
Stacy R. Winkler
Asst. City Attorney