

## **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 DOUGLAS R. PETERSEN and TAMARA K. PETERSEN, Husband and Wife, herein referred to as "Owner", whether one or more.

### **Recitals**

WHEREAS, the City intends to construct WATER MAIN DISTRICT 466T, 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 enter upon, travel over, excavate, clear, backfill, store materials upon, and otherwise use the lands herein described which are owned by Owner during the afore mentioned 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:

Commencing at the northeast corner of the East Half of the Northwest Quarter (E1/2, NW1/4) Section Four (4), Township Eleven (11) North, Range Nine (9) West; thence southerly along the easterly line of the East Half of the Northwest Quarter (E1/2, NW1/4) said Section Four (4), a distance of sixty (60.0) feet to the ACTUAL Point Of Beginning; thence southwesterly to a point four hundred eighty (480.) feet east and forty five and nine tenths (45.9) feet south of the northwest corner of the East Half of the Northwest Quarter (E1/2, NW1/4) said Section Four (4); thence southerly, parallel with the westerly line of the East Half of the Northwest Quarter (E1/2, NW1/4) said Section Four (4), a distance of thirty one and one tenth (31.1) feet; thence easterly parallel to the northerly line of said Section Four (4) to a point on the easterly line of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter (NW1/4, NW1/4, NE1/4) said Section Four (4); thence northerly along the easterly line of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter (NW1/4, NW1/4, NE1/4) said Section Four (4), a distance of fifty (50.0) feet; thence westerly parallel to the northerly line of said Section Four (4) to the said Point Of Beginning, said described real estate containing 1.55 acres more or less.

to do such work as may be necessary or appropriate for the construction of WATER MAIN DISTRICT 466T and related facilities on or 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, trees, bushes, 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 upon execution of this agreement and continuing until the construction work for WATER MAIN DISTRICT 466T and related facilities has been completed.

Section Three  
**Restoration**

The City agrees to: (a) restoration of the property as reasonably practical to its grade and condition prior to construction and prior to the termination of the Agreement; (b) salvaging topsoil from areas requiring excavations and replace the topsoil after construction, (c) remove and replace driveways in conflict with the project as per the standard specifications for the City of Grand Island.

Section Four  
**Compensation**

The total compensation for the temporary construction occupancy shall be Eleven Thousand Seven Hundred Nineteen Dollars and Ninety Four Cents (\$11,719.94). Such compensation includes:

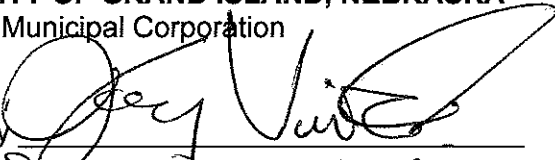
- \$2,850.00 – Temporary construction use and rights to previously described real estate.
- \$3,979.69 – Relocation of irrigation pipelines.
- \$1,890.25 – Relocation of center pivot guidance wire.
- \$3,000.00 – Releveling, regrading and filling any settling after restoration has occurred.

Section Five  
**Assignment**

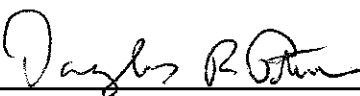
It is understood that the rights of the Owner do not automatically transfer upon sale or lease of the real estate. The City agrees to permit assignment of the rights and obligations of the Owner to a sub-sequential buyer or tenant, provided the Owner obtains the City's prior written consent, which the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

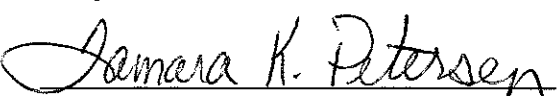
Dated April 22, 2014

**CITY OF GRAND ISLAND, NEBRASKA**  
a Municipal Corporation

By   
Tracy R. Donhof  
**OWNER**

Title Mayer  
Asst. City Attorney  
Owner:

  
Douglas R. Petersen, husband

  
Tamara K. Petersen, wife

WATER MAIN DISTRICT  
CITY OF GRAND ISLAND

Tr.1-Petersen, Douglas

Dated this 3 day of April, 2014

On the above date, before me a General Notary Public duly  
commissioned and qualified, personally came

Douglas Petersen  
Tamara Petersen

to me know to be the identical persons

whose name \_\_\_\_\_ affixed to the

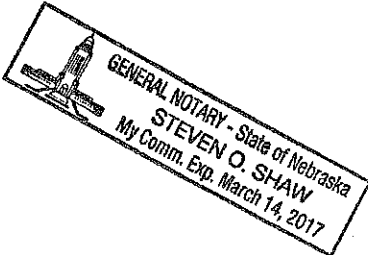
foregoing instrument as grantor \_\_\_\_\_

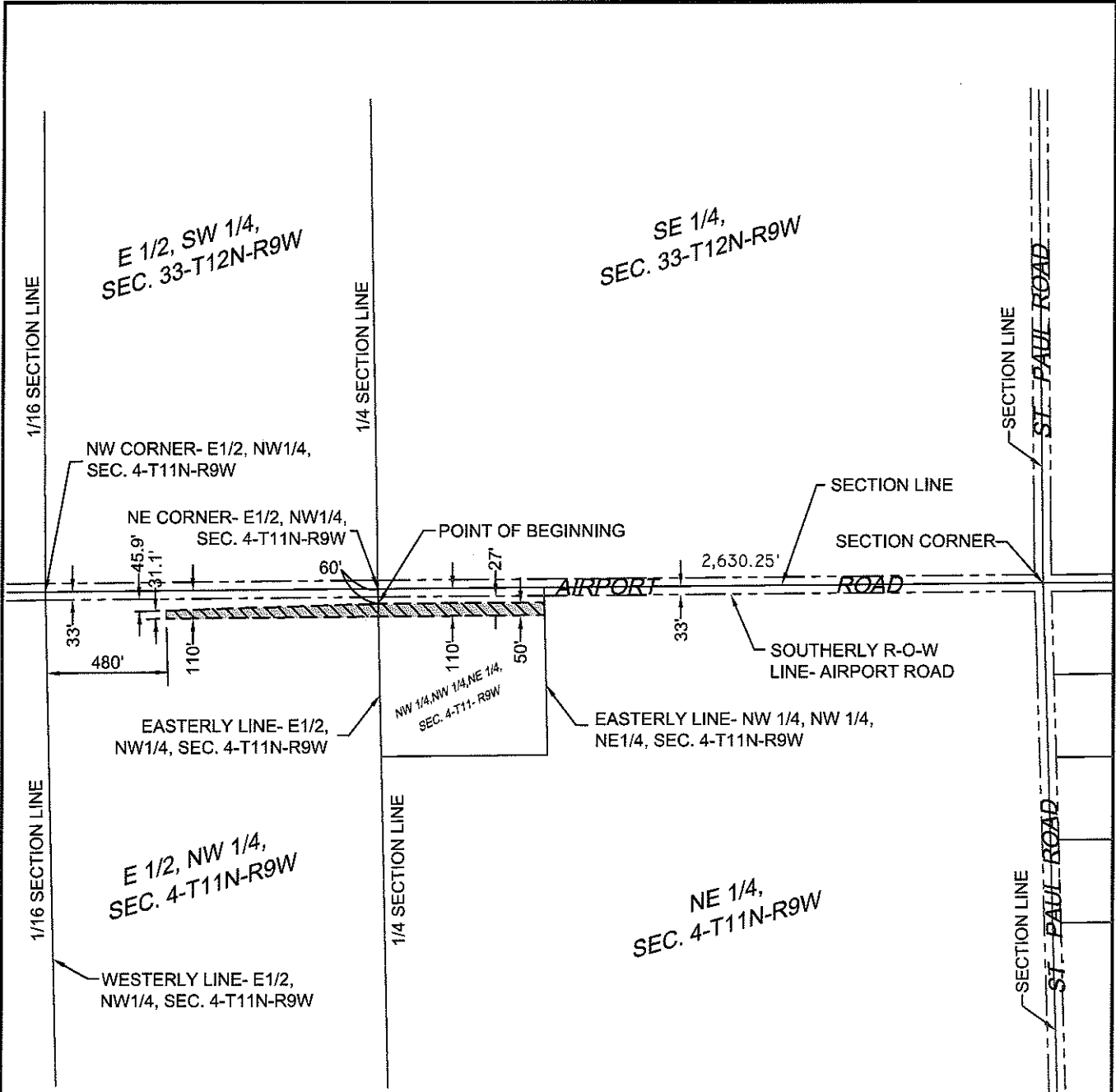
and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

Steven Shaw  
Notary

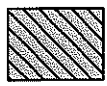
STATE OF Nebraska  
Hall County





OWNERS:  
DOUGLAS R. PETERSEN / TAMARA K. PETERSEN / H & W

**LEGEND**

 INDICATES AREA (1.55 ACRES+-) FOR TEMPORARY CONSTRUCTION OCCUPANCY



CITY OF <b>GRAND ISLAND</b>	
UTILITIES DEPARTMENT	
<b>EXHIBIT "A"</b>	
DRN BY: K.J.M.	SCALE: 1" = 600'
DATE: 1/15/2013	FILE: WMD 466T