

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 OSCAR E. BREDTHAUER JR. and ROSE ANN BREDTHAUER, 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:

The southerly fifty (50.0) feet of the northerly one hundred ten (110.0) feet of the Northeast Quarter of the Northwest Quarter of the Northeast Quarter (NE1/4, NW1/4, NE1/4), and the southerly fifty (50.0) feet of the northerly one hundred ten (110.0) feet of the Northeast Quarter of the Northeast Quarter (NE1/4, NE1/4), all of Section Four (4), Township Eleven (11) North, Range Nine (9) West, in Hall County, Nebraska, except the easterly thirty three (33.0) feet dedicated as St. Paul Road right-of-way, said described real estate containing a total of 2.22 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 compensation for the temporary construction occupancy shall be Twenty Four Thousand Five Hundred Thirty-three and Fifty Five Cents (\$24,533.55). Such compensation includes:

- \$ 2,960.00 – Temporary construction use and rights to previously described real estate.
- \$17,373.55 – Abandonment of existing well and installation of new well.
- \$ 3,000.00 – Re-leveling, regarding and filling any settling after restoration has occurred.
- \$ 1,200.00 - Electrical

Section Five
Assignment

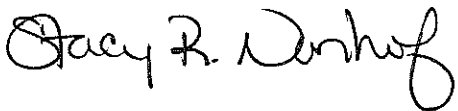
It is understood that the rights of the Owner do not automatically transfer upon sale or lease of the real estate. The City agrees to permit assignment of the rights and obligations of the Owner to a sub-sequential buyer or tenant, provided the Owner obtains the City's prior written consent, which the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

Dated April 22, 2018

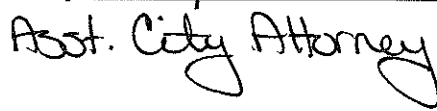
CITY OF GRAND ISLAND, NEBRASKA
a Municipal Corporation



By _____



Title Mayor



Owner:

By Oscar E. Bredthauer
Oscar E. Bredthauer, husband

Owner:

Rose Ann Bredthauer
Rose Ann Bredthauer, wife

WATER MAIN DISTRICT
CITY OF GRAND ISLAND

Tr. 2-Bredthauer, Jr., Oscar E. and Rose Ann

Dated this _____ day of _____, 20____

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

to me known to be the identical person _____

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.

Notary _____

STATE OF _____

_____ County

SEAL

Dated this 3 day of April, 2014

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

Oscar E. & Rose Ann Bredthauer

to me know to be the identical person S

whose name S affixed to the

foregoing instrument as grantor S

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

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

Notary Steven Shaw

STATE OF Nielsen

Hall

SEAL



Dated this _____ day of _____, 20____

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

to me know to be the identical person _____

whose name _____ affixed to the

foregoing instrument as grantor _____

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

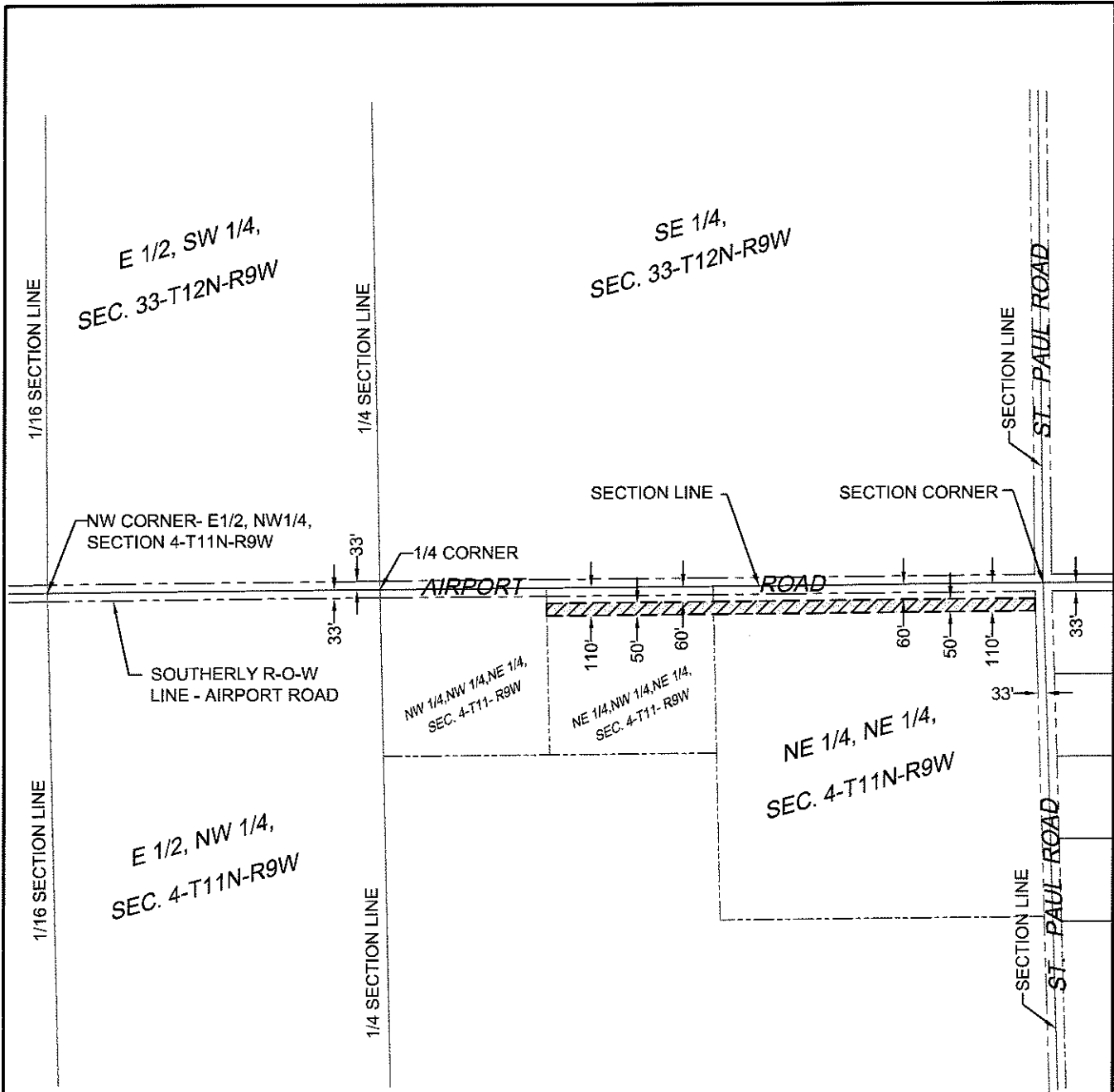
WITNESS my hand and Notarial Seal the day and year above written.

Notary _____

STATE OF _____

_____ County

SEAL



OWNERS:
 OSCAR E. BREADTHAUER JR. / ROSE ANN BREDTHAUER / H & W

LEGEND



INDICATES 50' WIDE AREA (2.22 ACRES+-) FOR
 TEMPORARY CONSTRUCTION OCCUPANCY



CITY OF
GRAND ISLAND
 UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: K.J.M.	SCALE: 1" = 600'
DATE: 1/10/2013	FILE: WMD 466T