

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 **DARLING NATIONAL LLC.**, a Delaware limited liability company f/n/a **NATIONAL BY-PRODUCTS, INC.**, herein referred to as "Owner", whether one or more.

Recitals

WHEREAS, the City intends to construct **WATER MAIN DISTRICT 467T**, 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 ~~twenty~~ ^{thirty} fifty (50.0) feet of the northerly one hundred ten (110.0) feet of the westerly three hundred twenty six and one tenth (326.1) feet of Lot One (1), Wilson's Subdivision.

to do such work as may be necessary or appropriate for the construction of **WATER MAIN DISTRICT 467T** 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 467T** and related facilities has been completed.

Section Three Compensation

The compensation for the temporary construction occupancy shall be

One Thousand Three Hundred Ten and No/100 Dollars (\$1,310.00).

Section Four
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.

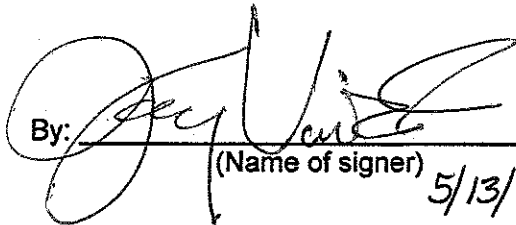
Section Five
Assignment


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 4/16/14, 2014

CITY OF GRAND ISLAND, NEBRASKA
a Municipal Corporation of the State of Nebraska

OWNER
DARLING NATIONAL LLC.
a Delaware limited liability company
f/n/a NATIONAL BY-PRODUCTS, INC

By: 
(Name of signer) 5/13/14

By: 
(Name of signer)

Title: Treasurer

SW 1/4,
SEC. 34-T12-R9W

100' R-O-W

NORTH LINE- LOT 1,
WILSON'S SUB.

SECTION LINE

AIRPORT ROAD

33'
33'

326.1'

LOT 1

WEST LINE- LOT 1,
WILSON'S SUB.

WILSON'S

GARDEN

LOT 2

EAST LINE OF TRACT OF LAND
DESCRIBED IN INSTRUMENT
200605068 RECORDED IN THE
REGISTER OF DEEDS OFFICE
HALL COUNTY, NEBRASKA

LOT 1

LOT 3

SUDIVISION

PLACE

LOT 4

100' R-O-W

ST. PAUL ROAD
ORD BRANCH U.P.R.R.

1,603.0'

1,603.0'

326.1'



LEGEND



INDICATES 50' WIDE AREA FOR
TEMPORARY CONSTRUCTION OCCUPANCY

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: K.J.M. SCALE: 1" = 300'
DATE: 1/15/2013 FILE: WMD 466T