

**CITY OF LINCOLN, NEBRASKA
RIGHT OF ENTRY AGREEMENT
(Water Service Reconstruction)**

This agreement, entered into this ____ day of _____, 20__ by and between the **CITY OF LINCOLN, NEBRASKA, a municipal corporation**, hereinafter called the "*City*", and, hereinafter called the "*Owner*", whether one or more.

WITNESSETH:

1. In consideration of the payment set out below, the *Owner* hereby grants unto the *City* the right to enter upon the following described real estate located in Lincoln, Lancaster County, Nebraska

Property Owner: _____ Address: _____
Property Address: _____ Legal Description: _____

said right of entry to permit reconstruction of the *Owner's* private water service as part of the Water Main Project #700296: 66th Street Morrill to Havelock; Ballard Street, 63rd to 79th, under the terms and conditions described in Paragraph 6 of this agreement the same of which are incorporated herein as though fully set out.

2. The *Owner* agrees to permit the *City and its Contractor(s)* to go upon the described premises, and, if necessary, to reconstruct private water services, without any liability whatsoever to the *City*.

3. The right of entry herein granted shall be in force and effect from and after the beginning of construction on the project identified in Paragraph 1 above, and all without any liability whatsoever to the *City*.

4. The *City* agrees to pay to the *Owner* for the said right of entry the sum of **ONE DOLLAR (\$1.00)**, to be subtracted from the amount due the *City* as shown in Paragraph 6.

5. It is further understood that no claim for damages for wrongful entry or for trespass shall be made by the *Owner* against the *City or its Contractor(s)*

6. Reconstruction of the *Owner's* water service shall be performed as follows:

- A. The *City* shall make available its contractor for the purpose of reconstructing the *Owner's* water service from the curb stop to the meter inside the premise pursuant to the attached price proposal.
- B. The *Owner* agrees to pay the *City* the full amount listed on the attached price proposal which will be added to the *Owner's* water bill to be paid in full and subject to normal repayment terms. The cost shall include all parts, valves, accessories, and sales tax provided by the *City* as itemized on the attached statement.
- C. The *Owner* agrees that the *City* is not liable for future warranties, repairs or defects associated with the Contractor's work and any claims for warranty coverage by the Contractor or claims of damage caused by the Contractor's work shall be resolved between the *Owner* and the Contractor.
- D. The *Owner* agrees to allow the Contractor the required access to the *Owner's* property and premise in order to perform the work without interference or delay to the *City's* project.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____, 20__.

City of Lincoln

By: _____

Title: _____

Property

Owner: _____

Tenant: _____

Date: _____

STATE OF NEBRASKA)

) ss:

COUNTY OF LANCASTER)

On _____, 20__, before me, the undersigned a Notary Public duly commissioned for and qualified in said County, personally came _____, known to me to be the identical person(s), whose name(s) is (are) affixed to the foregoing instrument and acknowledged the execution thereof to be his, her, or their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

(S E A L)

Notary Public

STATE OF NEBRASKA)

) ss:

COUNTY OF LANCASTER)

On _____, 20__, before me, the undersigned a Notary Public duly commissioned for and qualified

in said County, personally came _____, known to me to be the Mayor of the City of Lincoln, Nebraska, a Nebraska political subdivision, and identical person, who signed the foregoing instrument and acknowledged the execution thereof to be his, her, or their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

(S E A L)

Notary Public

SAMPLE - May 2007