

OVERLAND AS INSTRUMENT NO

201207063

STATE OF NEBRASKA)
COUNTY OF HALL) SS

2012 AUG 24 PM 2 20

Mitchell Egan
HALL CO. REGISTER OF DEEDS

Public Works

CASH 15.50
CHECK
FUNDS:
CASH
CHECK



201207063

This Space Reserved for Register of Deeds

15.50

LICENSE AGREEMENT

This License Agreement is made by and between the CITY OF GRAND ISLAND, NEBRASKA, a municipal Corporation, herein referred to as the "Licensor" and OVERLAND BUILDING CORPORATION, hereinafter referred to as the "Licensee".

1. STATEMENT OF PURPOSE. The purpose of this License Agreement is to set forth the terms and conditions under which the Licensee may construct, maintain, repair, and utilize the following described improvement which will overhang the dedicated utility easement:

Existing awning overhanging the public right-of-way at 304 West 3rd Street, Grand Island, Nebraska. See attached Exhibit "A".

2. DESCRIPTION OF LICENSEE'S REAL ESTATE. The Licensee owns the following described real estate adjacent to the Licensor's real estate to which this License Agreement shall apply:

Lot Eight (8), Block Fifty-Seven (57), in Original Town, now City of Grand Island, Hall County, Nebraska.

3. LICENSEE'S DUTIES AND RISKS. It is understood and agreed that the Licensee may construct, maintain, repair and utilize the above described improvement at the Licensee's sole risk. The Licensee hereby waives any claim for damages against the Licensor, its officers, employee, agents and independent contractors for any damage or injury that may result to said improvement. If the Licensor, in its sole discretion, determines that any part or all of the improvement must be removed or is damaged by the Licensor, its employees, agents or independent contractors working for the Licensor during the course of their employment or duties with the Licensor, the Licensee agrees to assume and pay all costs relating to the replacement or repair of the improvement. Licensee indemnifies and holds the City harmless from and against all claims arising out of the use or occupancy allowed under this agreement.

4. RESTORATION OF PROPERTY. If the construction or maintenance of the improvement identified in Paragraph 1 above requires the excavation of earth, removal of hard surfacing, grass, vegetation, landscaping, or any other disruption of the surface of the public right-of-way or neighboring property, the Licensee shall restore the surface of the area to the same condition as it existed immediately prior to the Licensee's work in the area.

5. OTHER CONDITIONS. The following conditions shall apply to this License Agreement:

A. The sign must be placed in a location that does not interfere with traffic or cause safety concerns. Such location must be accurately depicted on a site plan showing the exact location of the sign on the property as well as detail the design and structure of the sign. Such site plan must be submitted to the Building Department prior to receiving the building permit for such sign.

B. The Licensee shall be responsible for all care and maintenance of the sign.

6. **EFFECTIVE DATE.** This License Agreement shall take effect on the date it is executed by the Mayor of the City of Grand Island as dated below. It shall continue for an indefinite term or until such time as it is terminated as provided hereafter.

7. **TERMINATION.** This License Agreement shall terminate upon one or more of the following occurrences:

(a) The service of sixty (60) days written notice of intention to terminate by any party upon the other party.

(b) The Licensee's application for a permit to alter said improvement or any part thereof, unless said permit is for work due to an occurrence as described in Paragraph 3 above and said work has the prior written approval of the Licensor.

(c) The Licensee's construction or installation of any structure or improvement of any nature upon the easement owned by the Licensor except that described in Paragraph 1 above.

Upon the termination of this License Agreement, the Licensee shall be required, and hereby agrees, to remove said improvement from the Licensor's easement at its own expense and without cost to the Licensor. Said removal to occur no later than sixty (60) days after receipt of the notice of intention to terminate or any of the occurrences set forth in Paragraph 6 above. Should the Licensee fail to do so, the Licensor may remove or cause the removal of said improvement from the Licensor's easement and the Licensee agrees to reimburse the Licensor for all its costs.

8. **SUCCESSORS AND ASSIGNS.** This agreement shall be binding upon the parties hereto, their successors and assigns.

9. **ENTIRE AGREEMENT.** This License Agreement constitutes the entire agreement between the parties notwithstanding any other oral or written agreements to the contrary. This License Agreement shall be amended only in writing executed by all parties hereto.

10. **CHOICE OF LAWS.** This License Agreement shall be construed in accordance with the laws of the State of Nebraska and the City of Grand Island, Nebraska.

11. **CONTENT OF LANGUAGE.** Wherever the context of the language in this License Agreement is appropriate, the singular shall apply to the plural and the plural shall apply to the singular.

DATED: August 3, 2012

LICENSOR:

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

By: [Signature]
Jay Vavricek, Mayor

Attest: [Signature]
RaNae Edwards, City Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On this 3rd day of August, 2012 before me, the undersigned, a Notary Public, qualified in said County personally came Jay Vavricek, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing License Agreement and acknowledged that the foregoing signature was her voluntary act and deed, and that the City's corporate seal was thereto affixed by proper authority.



[Signature]
Notary Public

[Signature]
SIGNATURE

Vice President
TITLE

Minnesota
STATE OF ~~NEBRASKA~~)
) ss
COUNTY OF ~~HALL~~ Hennepin

On this 19th day of June, 2012 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Brent E. Hansen, Vice President, known personally to me to be the identical person and such officer who signed the foregoing License Agreement and acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed on behalf of the corporation.

WITNESS my hand and Notarial Seal the date above written.



[Signature]
Notary Public