

ENTERED AS INSTRUMENT NO

201210010

STATE OF NEBRASKA )  
COUNTY OF HALL ) SS

2012 NOV 29 PM 2 20

*Mickell Clark*  
HALL CO. REGISTER OF DEEDS

CASH 15.50  
CHECK \_\_\_\_\_

REFUNDS: \_\_\_\_\_  
CASH \_\_\_\_\_  
CHECK \_\_\_\_\_

This Space Reserved for Register of Deeds

PLEASE RETURN TO:  
CATRINA DELOSH  
PUBLIC WORKS DEPARTMENT  
PO BOX 1968  
GRAND ISLAND, NE 68802

*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 HAMILTON LONG DISTANCE, 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 infringe upon the Licensor's public right of way:

To occupy City of Grand Island right-of-way, south on Sky Park Road; from Capital Avenue to 1924 E 4<sup>th</sup> Street.

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

Lot One (1), Cottage Grove Third Subdivision, 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. **Licensee must locate all utilities prior to any construction beginning (this fiber optic cable will run parallel to a water line, must maintain a minimum 5' spacing between the two utilities).**

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-



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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. **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.

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

(a) The service of written notice of intention to terminate by licensee and the removal of any improvements infringing upon the City's property, right-of-way, or easement;

(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;

(d) City's need to widen Sky Park Road;

(e) City's Major North Interceptor sanitary sewer project;

(f) The City may revoke this agreement at any time.

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.

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

8. **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.

9. **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.

10. **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: November 27, 2012.

LICENSOR:

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

By:

Jay Vavricek, Mayor

Attest:

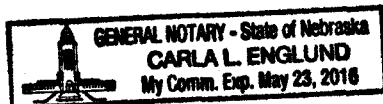
RaNae Edwards  
RaNae Edwards, City Clerk

STATE OF NEBRASKA )

) ss

COUNTY OF HALL )

On this 27<sup>th</sup> day of Nov., 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.



Carla L. Englund  
Notary Public

LICENSEE:

Pat Shaw  
PAT SHAW, GENERAL MANAGER

STATE OF NEBRASKA )

) ss

COUNTY OF HALL )

On this 26<sup>th</sup> day of November, 2012 before me, the undersigned, a Notary Public in and for said County and State, personally appeared PAT SHAW, GENERAL MANAGER, 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.



Betty Van Luchene  
Notary Public