

202103742

58.00

STATE OF NEBRASKA)  
COUNTY OF HALL

2021 APR 5 PM 12 28

REGISTERED  
ASSR/REGISTERED

CASH 58.00  
CHECK \_\_\_\_\_

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

This Space Reserved for Register of Deeds

Please return to:  
Cathie DeLoach  
Public Works Department  
PO Box 1968  
Grand Island, NE 68802

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 Windstream Communications, Owner, 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 a public right of way:

To access the City's public right-of-way for installation of Windstream fiber optic cable to serve 1917 N North Road, per the attached Exhibit "A", dated 2021/4/8, consisting of five(5) pages.

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

Miscellaneous Tracts 12-11-10 PT NW 1/4 1 AC

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



202103742

4/8/2021

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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 is responsible for their contractor obtaining a Right-of-Way permit from the City of Grand Island Public Works Department, as well as submitting a traffic control plan prior to commencement of any work. Locate flags shall be removed after the "excavator" has determined the work is complete.*

*Licensee shall coordinate any and all work with the City of Grand Island, their consultant, and contractor to eliminate any interference with know/marked City utilities. Any interference with City utilities shall be addressed immediately and at the expense of the Licensee*

**4. PROTECTION OF EXISTING UTILITIES.** The Licensee is responsible for locating and coordinating original construction and future maintenance work on the described improvement. No excavation work will be permitted in the area of underground utility facilities until all such facilities have been located and identified to the satisfaction of all parties. The excavation must be done with care in order to avoid any possibility of damage to the utility facility. The Licensee shall be responsible for any and all damages.

Non-City utilities shall not parallel a water main closer than three (3) feet. Underground electrical is being installed on the northeast corner of the intersection at North Road and State Street, which will require careful location and avoidance. Fiber installation must stay a minimum of three (3) feet from City electrical lines.

**5. 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.

**6. EFFECTIVE DATE.** This License Agreement shall take effect on the date it is executed by the Public Works Director/City Engineer 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.

4/8/2021

- (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 City's property, public right-of-way, or 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 property 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 7 above. Should the Licensee fail to do so, the Licensor may remove or cause the removal of said improvement from the Licensor's property 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: MAY 4, 2021

LICENSOR:  
**CITY OF GRAND ISLAND, NEBRASKA**  
 A Municipal Corporation,

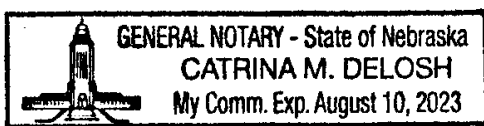
By: [Signature]  
 John Collins, PE - Public Works Director/City Engineer

STATE OF NEBRASKA )  
 ) ss  
 COUNTY OF HALL )

On this 4 day of MAY, 2021, before me, the undersigned, a Notary Public, qualified in said County personally came John Collins, PE - Public Works Director/City Engineer for 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.

202103742

4/8/2021



Catrina M. DeLosh  
Notary Public

LICENSEE:  
Windstream Communications. OWNER

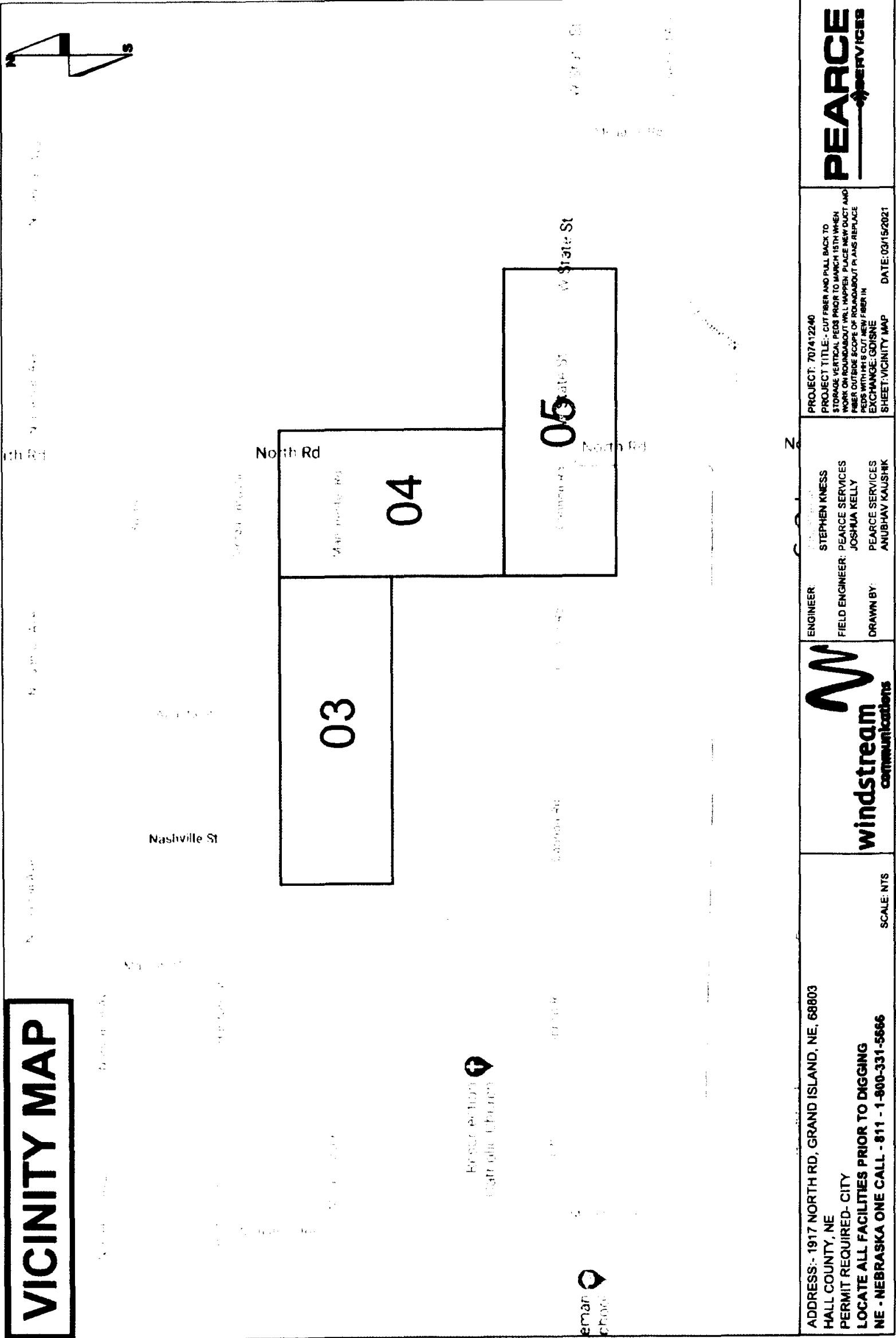
Melinda Fisher  
SIGNATURE

STATE OF Arkansas  
COUNTY OF Pulaski ) ss

On this 8 day of April, 2021, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Melinda Fisher, Analyst I, OWNER, 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.

Joy Matthews  
Notary Public 6-6-2023





**VICINITY MAP**

ADDRESS: 1917 NORTH RD, GRAND ISLAND, NE, 68803  
 HALL COUNTY, NE  
 PERMIT REQUIRED- CITY  
 LOCATE ALL FACILITIES PRIOR TO DIGGING  
 NE - NEBRASKA ONE CALL - 811 - 1-800-331-5666



ENGINEER:  
 STEPHEN KNESS  
 FIELD ENGINEER: PEARCE SERVICES  
 JOSHUA KELLY  
 DRAWN BY:  
 PEARCE SERVICES  
 ANUBHAV KAUSHIK

PROJECT: 707412240  
 PROJECT TITLE: CUT FIBER AND PULL BACK TO  
 STORAGE VERTICAL PEGS PRIOR TO MARCH 15TH WHEN  
 WORK ON ROUNDABOUT WILL HAPPEN. PLACE NEW DUCT AND  
 FIBER OUTSIDE SCOPE OF ROUNDABOUT PLANS REPLACE  
 PEGS WITH NEW CUT NEW FIBER IN  
 EXCHANGE: GOISNE  
 SHEET: VICINITY MAP DATE: 03/15/2021



EXHIBIT "A" 2021/4/8

EXCHANGE NAME	GDISNE				W.O:707412240
	PHASE-2	PHASE-1	PHASE-2	PHASE-2	
	SHEET#3	SHEET#4	SHEET#5	TOTAL	
UNIT CODE:	EST.QUANTITY	EST.QUANTITY	EST.QUANTITY	EST.QUANTITY	EST.QUANTITY
BM2C	1				1
HO1(B)	24				24
BM60(1)(2)PF>100	1760				1760
BFO24I	2010				2010
BHF(24X36X24)T			1		1
HBFO(24)			1		1
WHO1(B)			24		24
HOMW(B)			24		24
BM53FI			1		1
BM53F			1		1
WBM27F			50		50
XXBD			1		1
FFIBER SPLICER TRUCK (B)		4			4
FFIBER SPLICER (B)		4			4

ADDRESS: 1917 NORTH RD, GRAND ISLAND, NE, 68603  
 HALL COUNTY, NE  
 PERMIT REQUIRED- CITY  
 LOCATE ALL FACILITIES PRIOR TO DIGGING  
 NE - NEBRASKA ONE CALL - 811 - 1-800-331-5666

SCALE: NTS

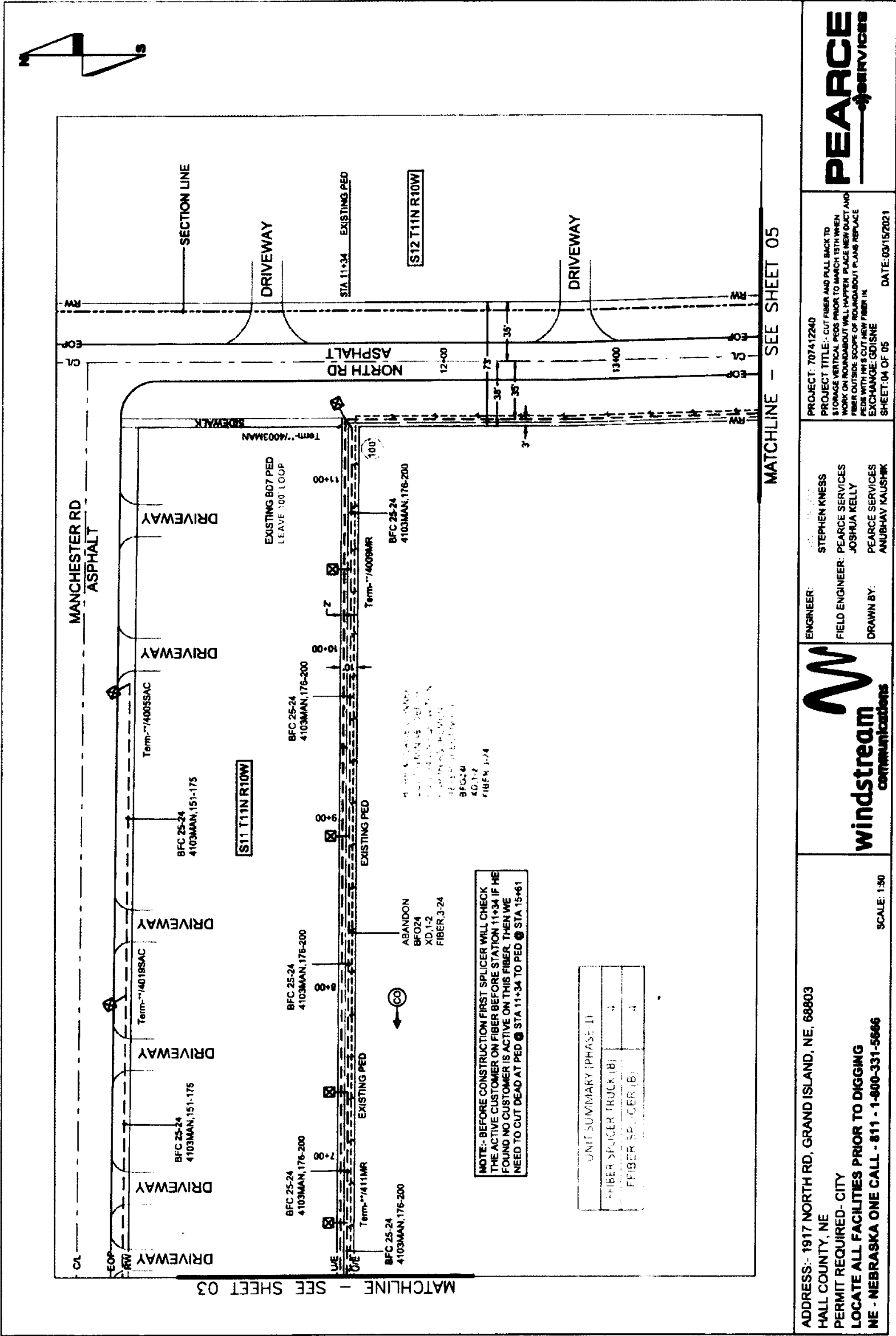


ENGINEER: STEPHEN KNESS  
 FIELD ENGINEER: PEARCE SERVICES  
 DRAWN BY: JOSHUA KELLY  
 ANUBHAV KAUSHIK

PROJECT: 707412240  
 PROJECT TITLE: - CUT FIBER AND PULL BACK TO STORAGE VERTICAL PDS PRIOR TO MARCH 15TH WHEN WORK ON ROUNDABOUT WILL HAPPEN PLACE NEW DUCT AND FIBER OUTSIDE SCOPE OF ROUNDABOUT PLEASE REPLACE PDS WITH NEW CUT NEW FIBER IN EXCHANGE: GDISNE  
 SHEET: UNIT SUMMARY DATE: 03/15/2021







MATCHLINE - SEE SHEET 03

MATCHLINE - SEE SHEET 05

NOTE:- BEFORE CONSTRUCTION FIRST SPLICER WILL CHECK THE ACTIVE CUSTOMER ON FIBER BEFORE STATION 11+34 IF HE FOUND NO CUSTOMER IS ACTIVE ON THIS FIBER, THEN WE NEED TO CUT DEAD AT PED @ STA 11+34 TO PED @ STA 15+61

UNIT SUMMARY (PHASE II)	
FIBER SPICER TRUCK (B)	4
FIBER SPICER (B)	4

ADDRESS:- 1917 NORTH RD, GRAND ISLAND, NE, 68803  
 HALL COUNTY, NE  
 PERMIT REQUIRED- CITY  
 LOCATE ALL FACILITIES PRIOR TO DIGGING  
 NE - NEBRASKA ONE CALL - 811 - 1-800-331-5666

SCALE: 1:50

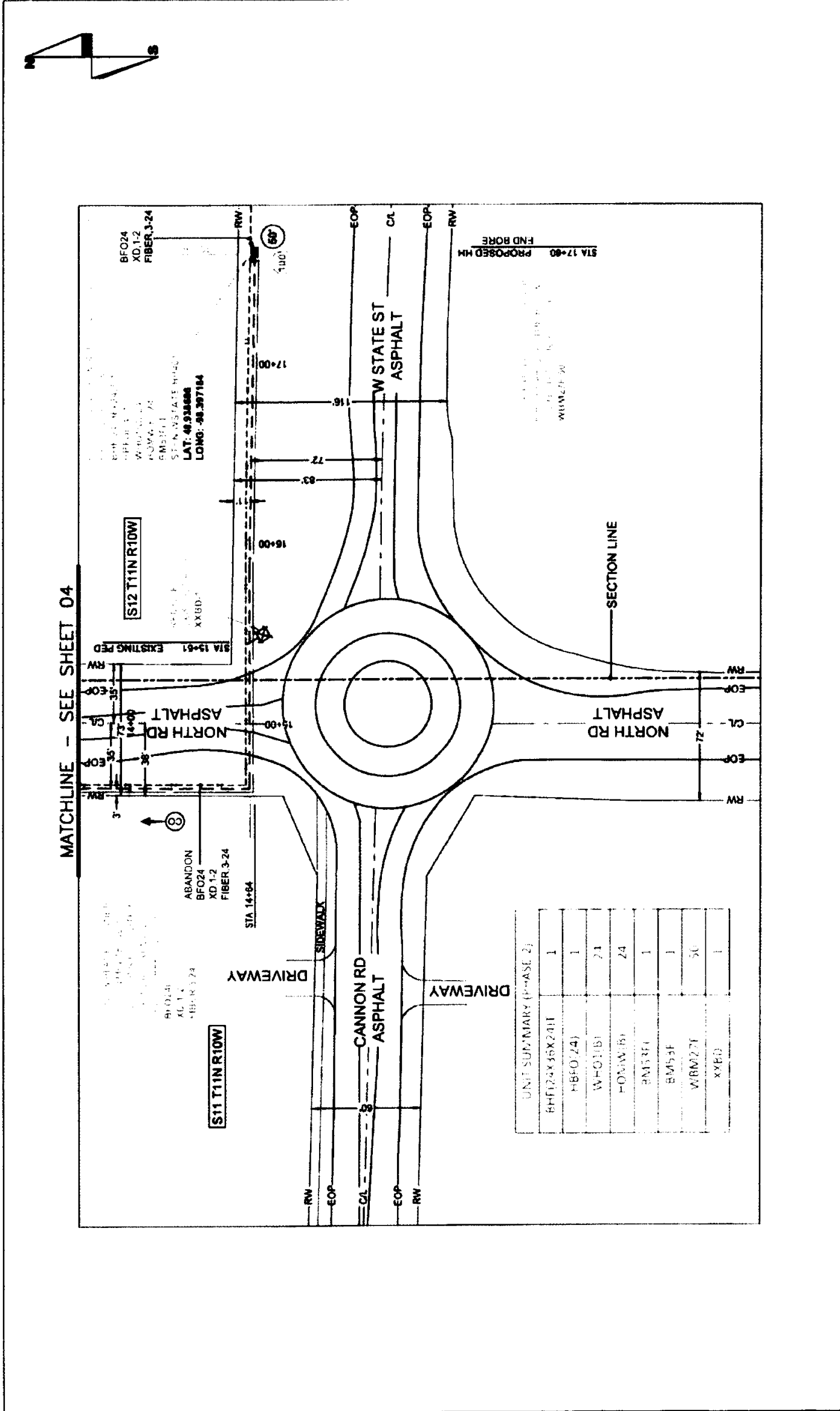


ENGINEER: STEPHEN KNESS  
 FIELD ENGINEER: PEARCE SERVICES  
 JOSHUA KELLY  
 DRAWN BY: PEARCE SERVICES  
 ANUBHAV KAUSHIK

PROJECT: 707412240  
 PROJECT TITLE: CUT FIBER AND PULL BACK TO STORAGE VERTICAL PEDS PRIOR TO WORK WITHIN WORK ON ROADABOUT WILL HAVE TO BE RE-FACT AND FIBER OUTSIDE SCOPE OF ROADABOUT P-LAS REPLACE PEGS WITH IN'S CUT NEW FIBER IN  
 EXCHANGE: GO/SISNE  
 SHEET: 04 OF 05  
 DATE: 09/15/2021







UNIT SUMMARY (PHASE 2)

BHF12435X2411	1
HBF024	1
WHO11B	71
HOW11B	24
BM53F	1
BM55F	1
WRM27F	50
XXBD	1

MATCHLINE - SEE SHEET 04



ADDRESS:- 1917 NORTH RD, GRAND ISLAND, NE, 68803  
 HALL COUNTY, NE  
 PERMIT REQUIRED- CITY  
 LOCATE ALL FACILITIES PRIOR TO DIGGING  
 NE - NEBRASKA ONE CALL - 811 - 1-800-331-5666



ENGINEER: STEPHEN KNESS  
 FIELD ENGINEER: PEARCE SERVICES  
 JOSHUA KELLY  
 DRAWN BY: PEARCE SERVICES  
 ANUBHAV KAUSHIK

PROJECT: 707412240  
 PROJECT TITLE: CUT FIBER AND PULL BACK TO  
 EXPOSE VERTICAL PUS FROM TO MATCH WITH  
 WORK ON ROUNDABOUT WILL HAPPEN. PLACE NEW DUCT AND  
 FIBER WITHIN SCOPE OF ROUNDABOUT PLANS REPLACE  
 EXCHANGE: QJISINE  
 SHEET: 05 OF 05 DATE: 03/15/2021

