



City of Grand Island

Tuesday, February 28, 2017

Council Session

Item G-20

#2017-64 - Approving Assignment of License Agreement for Eight Subdivision of Summerfield Estates Homeowners' Association

This item relates to the aforementioned Consent Agenda item G-19.

Staff Contact: Jerry Janulewicz

Return to: Michael L. Johnson
P.O. Box 790
Grand Island, NE 68802-0790

ASSIGNMENT OF LICENSE/BILL OF SALE

In consideration of the assumption of rights, obligations, duties and risks, LITTLE B'S CORP., a Nebraska corporation, GRANTOR, hereby transfers and assigns unto EIGHTH SUBDIVISION OF SUMMERFIELD ESTATES HOMEOWNERS' ASSOCIATION, a Nebraska nonprofit corporation, GRANTEE, all of its rights, obligations, duties and risks under the License Agreement ("the License Agreement") with the CITY OF GRAND ISLAND, NEBRASKA, a municipal corporation, attached hereto as Exhibit "A" and made a part hereof by reference, a copy of which License Agreement was recorded as Instrument No. 201404657 with the Register of Deeds of Hall County, Nebraska with the description of the Licensee's real estate as follows:

Lot One (1), Block Three (3), Summerfield Estates Eighth Subdivision, in the City of Grand Island, Hall County, Nebraska.

GRANTOR further transfers and assigns to GRANTEE all of the right, title, and interest of the GRANTOR in and to the entrance identification sign described in said License Agreement.

LITTLE B'S CORP., a
Nebraska Corporation

By 
Greg Baxter, President

ENTERED AS INSTRUMENT NO

201404657

STATE OF NEBRASKA)
COUNTY OF HALL) SS

2014 JUL 30 AM 8 27

Mitchell Clark
HALL CO. REGISTER OF DEEDS

CASH 28.00
CHECK _____

REFUNDS:
CASH _____
CHECK _____

This Space Reserved for Register of Deeds

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

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 LITTLE B'S CORP., 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:

Installation, maintenance and repair of one (1) entrance identification sign to Summerfield Estates 8th Subdivision at State Street and Meadow Road. Such sign must be made of a durable permanent material, such as brick or metal. The sign cannot be made of wood or similar materials. The area of the sign (excluding ornamental brickwork or supports) shall not exceed thirty two (32.0) square feet. The sign height cannot exceed four (4.0) feet.

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 One (1), Block Three (3), Summerfield Estates 8th 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.



201404657

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. Design and location of each sign shall be subject to the approval of the Public Works Director before installation.
- B. The signs shall only be located on landscape medians. The signs must be placed in a location that does not interfere with traffic or cause safety concerns. Such sign shall be placed south of the existing ten (10) foot easement (which is tied to Lot One, Block Three of Summerfield Estates 8th Subdivision) or thirty-three (33) feet south of the south edge of the State Street roadway. Such locations must be accurately depicted on a site plan showing the exact location of each sign on the property as well as detail the design and structure of each sign. Such site plan must be submitted to the Building Department prior to receiving the building permit for such signs.
- C. The Licensee shall be responsible for all care and maintenance of the signs.
- D. If the maintenance or upkeep of any of the signs is not acceptable, the City of Grand Island has the authority to have the signs removed at the expense of the Licensee.

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: July 29, 2014.

LICENSOR:

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

By: Jay Vavricka
Jay Vavricka, Mayor

Attest: RaNaee Edwards
RaNaee Edwards, City Clerk

STATE OF NEBRASKA)
COUNTY OF HALL) ss

On this 29th day of July, 2014 before me, the undersigned, a Notary Public, qualified in said County personally came Jay Vavricka, 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

LITTLE B'S CORP., LICENSEE:

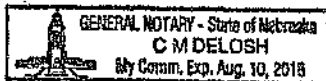
Greg Baxter
GREG BAXTER, PRESIDENT

STATE OF NEBRASKA)
COUNTY OF HALL) ss

On this 29th day of July, 2014 before me, the undersigned, a Notary Public in and for said County and State, personally appeared GREG BAXTER, 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.

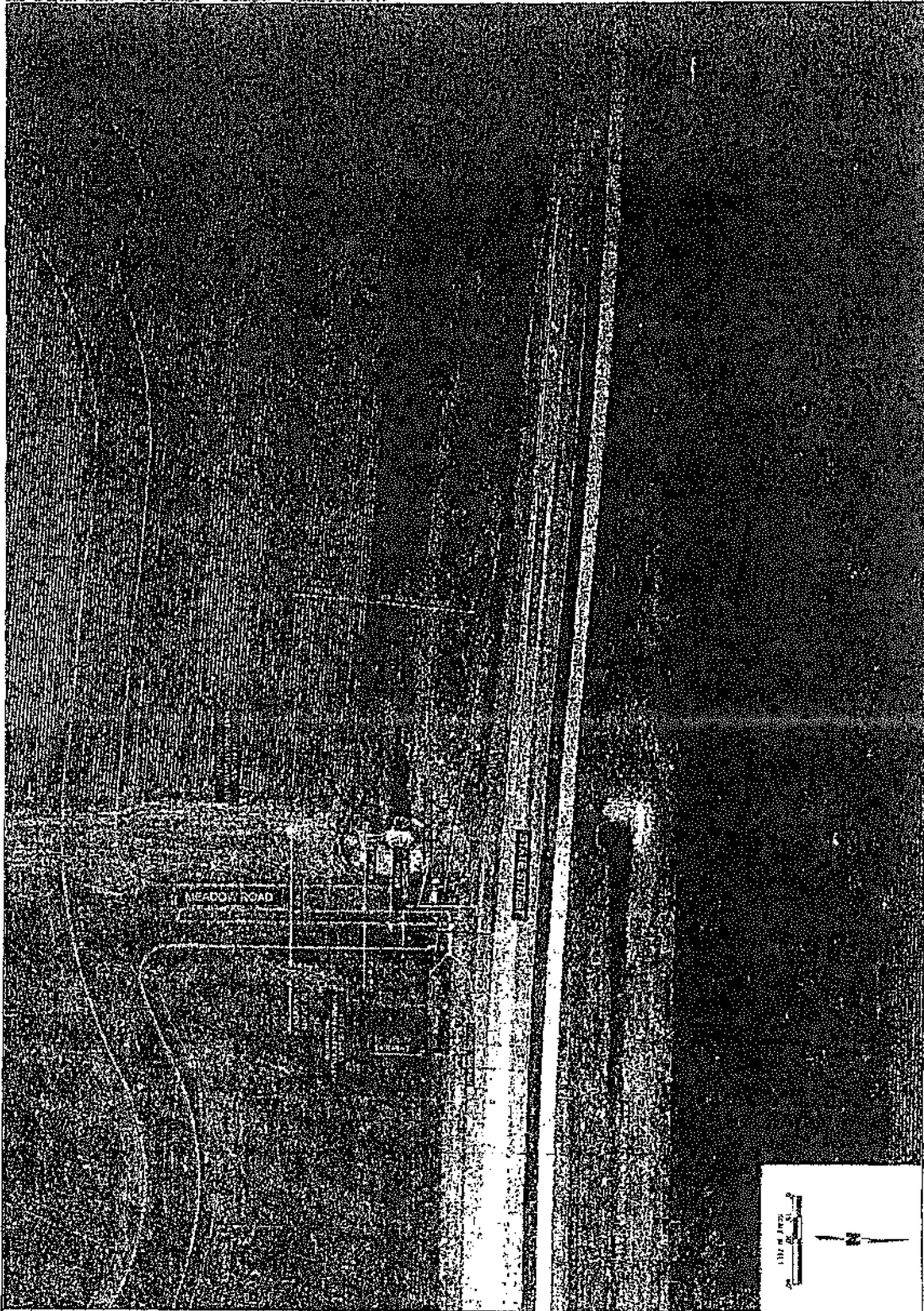
WITNESS my hand and Notarial Seal the date above written.

CM DeLosh
Notary Public



201404657

DWG P:\proj\1013-2017_L_PMP\1013-2017_DWG.dwg USER gsmk
DATE 04/26/2017 11:26am DWGID: 2178697_07 2178697_07 017801_00-00-100 & 01



SHEET 1 OF 1	SIGN EXHIBIT	DATE	BY	REVISION
	SUMMERFIELD ESTATES 8TH SUBDIVISION			
	GRAND ISLAND, NEBRASKA	2014		REVISIONS



1317 W. 4TH ST.
 GRAND ISLAND, NE 68801
 TEL: 402.771.4100
 FAX: 402.771.4101
 WWW.MOLSSONASSOCIATES.COM

Lots One (1) through Eleven (11), Block One (1), Lots One (1) through Nine (9), Block Two (2) and Lots One (1) through Seven (7), Block Three (3) all in Summerfield Estates Eighth Subdivision in the City of Grand Island, Hall County, Nebraska

242-48/607608



RESOLUTION 2017-64

WHEREAS, through a license agreement, the City of Grand Island permitted Little B's Corp. to construct and maintain a subdivision entrance sign upon the public right of way; and

WHEREAS, Little B's Corp. desires to transfer the sign and assign to the following homeowners association its rights and duties under the license agreement with the City of Grand Island, and is requesting City's consent to the assignment and bill of sale.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island hereby consents to the assignment of the license agreement/bill of sale by Little B's Corp. to Eighth Subdivision of Summerfield Estates Homeowners' Association (License Agreement pertaining to Lot 1, Block 3, Summerfield Estates Eighth Subdivision).

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Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
March 10, 2017 ✕ City Attorney