



# City of Grand Island

Tuesday, February 28, 2017

Council Session

## Item G-21

**#2017-65 - Approving Assignment of License Agreement for North Road/Grouse Boulevard HOA of Summerfield Estates**

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

Staff Contact: Jerry Janulewicz

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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 NORTH ROAD/GROUSE BOULEVARD HOA OF SUMMERFIELD ESTATES, 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. 201109523 with the Register of Deeds of Hall County, Nebraska with the description of the Licensee's real estate as follows:

Lot Six (6), Block One (1), Summerfield Estates Fourth 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 the License Agreement.

LITTLE B'S CORP., a  
Nebraska Corporation

By   
Greg Baxter, President

STATE OF NEBRASKA )  
 )ss:  
COUNTY OF HALL )

The foregoing instrument was acknowledged before me on the 17<sup>th</sup> day of January, 2017 by Greg Baxter, President of Little B's Corp., a Nebraska corporation, on behalf of the corporation.



Katherina L. Frei  
Print Name Katherina L. Frei  
Notary Public

My commission expires: August 8, 2020

ACCEPTANCE OF ASSIGNMENT OF LICENSE/BILL OF SALE

NORTH ROAD/GROUSE BOULEVARD HOA OF SUMMERFIELD ESTATES, a Nebraska nonprofit corporation, ("the HOA") does hereby accept the foregoing Assignment of License/Bill of Sale and agrees to assume all rights, obligations, duties and risks of LITTLE B'S CORP., a Nebraska corporation, under the License Agreement (the "License Agreement") with the CITY OF GRAND ISLAND, NEBRASKA, a municipal corporation, ("the City") attached hereto as Exhibit "A" and made a part hereof by reference, a copy of which License Agreement was recorded as Instrument No. 201109523 with the Register of Deeds of Hall County, Nebraska. The HOA agrees to be substituted for LITTLE B'S CORP., a Nebraska corporation, as Licensee under said License Agreement and to be subject as Licensee to all terms and conditions of the License Agreement. The HOA further agrees that it shall, upon request of the City or otherwise, fix and collect sufficient assessments consistent with the DECLARATION OF RESTRICTIVE COVENANTS, RESTRICTIONS AND CONDITIONS FOR HOMEOWNERS' ASSOCIATION OF SUMMERFIELD ESTATES (North Road and Grouse Boulevard) recorded as Instrument No. 201607705 with the Register of Deeds of Hall County, Nebraska ("the Covenants") to satisfy all rights, obligations, duties and risks of the Licensee under the License Agreement. The properties subject to the Covenants are described on Exhibit "B" attached hereto and made a part hereof by reference. The HOA agrees and acknowledges that the HOA may be subject to judicial dissolution under the provisions of NEB. REV. STAT. §§21-19,141 through 21-19,145 if the HOA fails to satisfy all rights, obligations, duties and risks of the Licensee under the License Agreement. The City shall further have all rights under NEB. REV. STAT. §§18-3101 through 18-3105.

NORTH ROAD/GROUSE BOULEVARD  
 HOA OF SUMMERFIELD ESTATES, a  
 Nebraska nonprofit corporation

By Bradley D. Bauer  
 Bradley D. Bauer, President

STATE OF NEBRASKA )  
   )ss:  
 COUNTY OF HALL     )

The foregoing instrument was acknowledged before me on the 17<sup>th</sup> day of January, 2017 by Bradley D. Bauer, President of North Road/Grouse Boulevard HOA of Summerfield Estates, a Nebraska nonprofit corporation, on behalf of the nonprofit corporation.



Katherina L. Frei  
 Print Name Katherina L. Frei  
 Notary Public

My commission expires: August 8, 2020

CONSENT TO ASSIGNMENT OF LICENSE/BILL OF SALE

The CITY OF GRAND ISLAND, NEBRASKA, a municipal corporation, hereby consents to the foregoing Assignment of License/Bill of Sale by LITTLE B'S CORP., a Nebraska corporation, and Acceptance of Assignment of License/Bill of Sale by NORTH ROAD/GROUSE BOULEVARD HOA OF SUMMERFIELD ESTATES, a Nebraska nonprofit corporation, in regard to the License Agreement attached hereto as Exhibit "A" and made a part hereof by reference, a copy of which License Agreement was recorded as Instrument No. 201109523 with the Register of Deeds of Hall County, Nebraska. In consideration of the agreement of NORTH ROAD/GROUSE BOULEVARD HOA OF SUMMERFIELD ESTATES, a Nebraska nonprofit corporation, to accept the foregoing Assignment of License/Bill of Sale and assume all rights, obligations, duties and risks of LITTLE B'S CORP., a Nebraska corporation, under said License Agreement, the CITY OF GRAND ISLAND, NEBRASKA, a municipal corporation, hereby releases LITTLE B'S CORP., a Nebraska corporation, from all of rights, obligations, duties and risks under said License Agreement and agrees that NORTH ROAD/GROUSE BOULEVARD HOA OF SUMMERFIELD ESTATES, a Nebraska nonprofit corporation, shall be substituted for LITTLE B'S CORP., a Nebraska corporation, as Licensee under said License Agreement and shall be subject as Licensee to all terms and conditions of said License Agreement.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

STATE OF NEBRASKA )  
                                  )ss:  
COUNTY OF HALL     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Jeremy L. Jensen, Mayor of the City of Grand Island, Nebraska, a municipal corporation on behalf of the municipal corporation.

\_\_\_\_\_  
Print Name \_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
242-48/601791

ENTERED AS INSTRUMENT NO

201109523

STATE OF NEBRASKA )  
COUNTY OF HALL ) SS

2011 DEC 19 PM 4 28

*Mattie Clark*  
HALL CO. REGISTER OF DEEDS

CASH 15.50  
CHECK

REFUNDS:  
CASH  
CHECK

Return to:  
Larry Cornelius, Sr Eng Tech  
Public Works Department  
City of Grand Island  
PO Box 1968  
Grand Island NE 68802



This Space Reserved for Register of Deeds

LICENSE AGREEMENT

15.50

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:

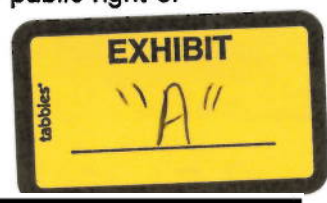
Installation, maintenance and repair of one (1) entrance identification sign to Summerfield Estates Subdivision at North Road and Grouse Boulevard. Such sign must be made of a durable permanent material, such as brick or metal. The sign cannot be made of wood or similar materials. The area of the sign (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 Six (6), Block One (1), Summerfield Estates Fourth 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.

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 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: Dec. 14, 2011.

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 14 day of Dec., 2011 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]  
LITTLE B'S CORP., LICENSEE:  
[Signature]  
GREG BAXTER, PRESIDENT

[Signature]  
Notary Public



STATE OF NEBRASKA )  
                                  ) ss  
COUNTY OF HALL )

On this 14th day of December, 2011 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.



[Signature]  
Notary Public



Summerfield Estates First Subdivision, in the City of Grand Island, Hall County, Nebraska:

Block One (1):

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

Lot Two (2), Block One (1), Summerfield Estates First Subdivision, in the City of Grand Island, Hall County, Nebraska.

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

Block Two (2):

Lot Seven (7), Block Two (2), Summerfield Estates First Subdivision, in the City of Grand Island, Hall County, Nebraska.

Summerfield Estates Third Subdivision, in the City of Grand Island, Hall County, Nebraska:

Lot Four (4), Summerfield Estates Third Subdivision, in the City of Grand Island, Hall County, Nebraska.

Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska:

Block One (1):

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

Lot Four (4), Block One (1), Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Five (5), Block One (1), Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Six (6), Block One (1), Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.

Block Two (2):

Lot One (1), Block Two (2), Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.



Block Three (3):

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

Lot Two (2), Block Three (3), Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.

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

Lot Four (4), Block Three (3), Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Five (5), Block Three (3), Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Six (6), Block Three (3), Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Ten (10), Block Three (3), Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Eleven (11), Block Three (3), Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Thirteen (13), Block Three (3), Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Seventeen (17), Block Three (3), Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Eighteen (18), Block Three (3), Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Nineteen (19), Block Three (3), Summerfield Estates Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.

Summerfield Estates Seventh Subdivision, in the City of Grand Island, Hall County, Nebraska:

Block One (1):

Lot Eight (8), Block One (1), Summerfield Estates Seventh Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Nine (9), Block One (1), Summerfield Estates Seventh Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Ten (10), Block One (1), Summerfield Estates Seventh Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Eleven (11), Block One (1), Summerfield Estates Seventh Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Thirteen (13), Block One (1), Summerfield Estates Seventh Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Fourteen (14), Block One (1), Summerfield Estates Seventh Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Eighteen (18), Block One (1), Summerfield Estates Seventh Subdivision, in the City of Grand Island, Hall County, Nebraska.

Lot Twenty-Three (23), Block One (1), Summerfield Estates Seventh Subdivision, in the City of Grand Island, Hall County, Nebraska.

Block Two (2):

Lot Two (2), Block Two (2), Summerfield Estates Seventh Subdivision, in the City of Grand Island, Hall County, Nebraska.

Block Three (3)

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

Summerfield Estates Ninth Subdivision, in the City of Grand Island, Hall County, Nebraska:

Lot Three (3), Summerfield Estates Ninth Subdivision, in the City of Grand Island, Hall County, Nebraska.

242-48/607607

RESOLUTION 2017-65

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 Lot 6, Block 1, Summerfield Estates Fourth 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