

# **City of Scottsbluff, Nebraska**

**Monday, June 5, 2017**

**Regular Meeting**

## **Item Reports1**

**Council to consider approval of the License Agreement for placement of an identification sign with Western Nebraska Community College and authorize the Mayor to execute the agreement.**

**Staff Contact: Nathan Johnson, City Manager**

## **LICENSE AGREEMENT**

This License Agreement (“Agreement”) is entered into on this \_\_\_\_ day of \_\_\_\_, 2017, by and between the City of Scottsbluff, Nebraska, a Municipal Corporation, (“Licensor”) and Western Nebraska Community College (“Licensee”).

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. **Grant of License:**

Licensor now grants a license to Licensee to occupy, subject to all of the terms and conditions of this Agreement, the following described property:

Beginning at the centerline intersection of Highway #26 and 27<sup>th</sup> Street, thence easterly along the center line of 27<sup>th</sup> Street, approximately 208.1 feet; then at a right angle to the south and a distance of approximately 42.2 feet to the center of a 20.3 foot x 4.0 foot wide sign foundation. The sign is set at an angle with the northwest corner of the foundation being about 12.5 feet south of the back of curb and the northeast corner of the foundation about 6.0 feet south of the back of curb. (“Licensed Property”)

2. **Limitation to Described Purpose:**

The Licensed Property constitutes a right-of-way owned by the Licensor. Licensee agrees to use the Licensed Property solely for placement of an identification sign (“licensee use”). Licensor grants the Licensee the right to use the Licensed Property for such licensee uses so long as Licensee does not obstruct or impede Licensor’s use of the right-of-way.

3. **Termination:**

a. Licensor may terminate this Agreement at any time by giving written notice to the Licensee, specifying the date of termination. Such notice shall be given not less than 15 days prior to the date specified in such notice for the date of termination. Upon termination of this Agreement, Licensee agrees to remove any and all of its improvements at its own expense and to repair and replace the License Property to its original condition.

b. Should the Licensee and/or licensees uses obstruct or impede Licensor's use of the Licensed Property or its right-of-way in any way this Agreement shall immediately terminate. Licensee shall not have the right to rebuild or build any other signs or put the Licensed Property to any other uses than the licensee uses.

4. Use at Licensee's Risk:

The Licensee understands and agrees that the use of the Licensed Property for the purpose set forth in this Agreement is at their own risk and it will insure against all loss or damage. In the event Licensor is required to remove all uses or structures with its right-of-way, it has an unlimited right to do so and, if any of Licensee's property is damaged in any way, Licensee will assume the full risk of replacing or repairing that property.

5. Agreement to Indemnify:

To the extent allowed by law, Licensee shall indemnify and hold Licensor harmless from and against any and all loss or damage that shall be caused by the licensee use or by any wrongful or negligent act or omission of Licensee, its agents or employees. Licensee agrees to maintain the area around the licensee use as well as any and all improvements placed thereon and to repair any damage to the Licensed Property. The Licensee's agrees to use the License Property in a reasonable manner and in such a way that it will not interfere with Licensor's use of the License Property or become a nuisance.

6. Notices:

Any notice provided for or concerning this Agreement shall be in writing and shall be sufficiently given when sent by United States First Class Postal Service Delivery to the addresses of the parties as listed below:

Licensor:

City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361

ATTN: City Clerk

Licensee:

Western Nebraska Community College  
1601 East 27th Street  
Scottsbluff, NE 69361

ATTN: V.P. Administrative Services

7. Assignment of Rights:

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity. The right to occupy the Licensed Property may be terminated at any time by the Licensor. Any of Licensee's heirs or assigns shall not have the right to rely on licensee uses set forth in this Agreement upon the Licensed Property.

[SIGNATURE PAGE WILL FOLLOW]

CITY OF SCOTTSBLUFF,

ATTEST:

By \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

WESTERN NEBRASKA COMMUNITY  
COLLEGE

By \_\_\_\_\_  
William Knapper, Vice President of  
Administrative Services

STATE OF NEBRASKA, SCOTTS BLUFF COUNTY:

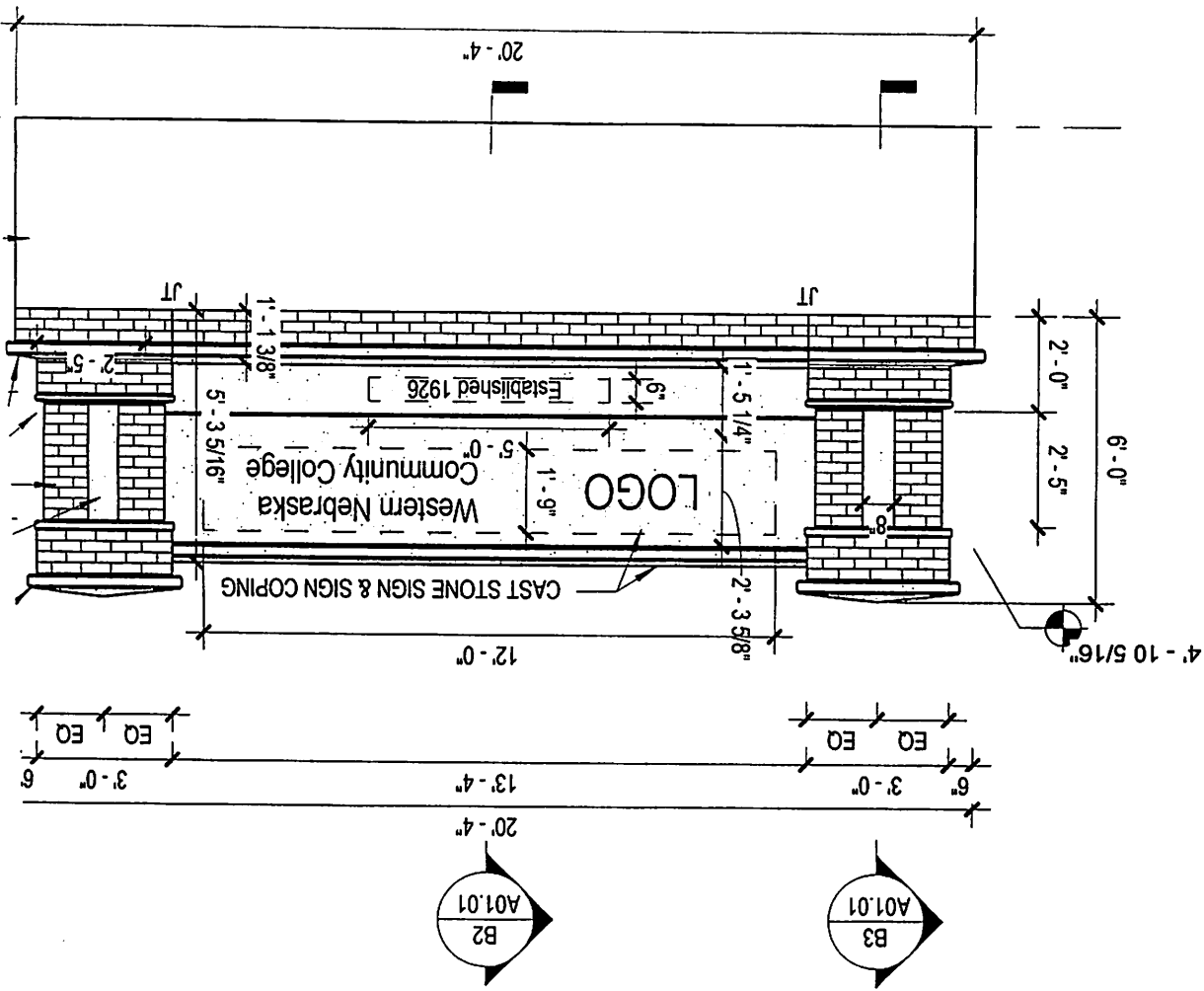
The above and foregoing License Agreement was acknowledged before me on \_\_\_\_\_, 2017, by Randy Meininger, Mayor of The City of Scottsbluff, a Nebraska Municipal Corporation, on behalf of the Corporation, Licensor.

\_\_\_\_\_  
Notary Public

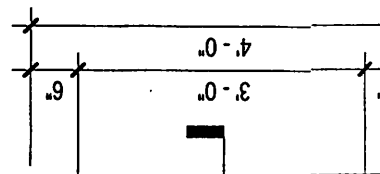
STATE OF NEBRASKA, SCOTTS BLUFF COUNTY:

The above and foregoing License Agreement was acknowledged before me on \_\_\_\_\_, 2017, by William Knapper, Vice President of Administrative Services for Western Nebraska Community College, Licensee.

\_\_\_\_\_  
Notary Public



# MIDDLE SECTION



4'-0"

## B3 MAIN SIGN - C

1/2" = 1'-0"

