

City of Scottsbluff, Nebraska

Monday, June 18, 2018

Regular Meeting

Item Reports2

Council to consider a License Agreement with the NRD 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 _____, 2018, by and between the **City of Scottsbluff, Nebraska**, a Municipal Corporation ("Licensor"), and the **North Platte Natural Resources District**, a Political Subdivision ("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 and use, subject to all of the terms and conditions of this Agreement, the following described property:

The centerline of a 30 foot easement situated in the Northwest Quarter of the Southwest Quarter of Section 33, and the Northeast Quarter of the Southeast Quarter of Section 32, Township 22 North, Range 54 West of the 6th P.M., Scotts Bluff County, Nebraska, more particularly described as follows:

Commencing at the West Quarter Corner of Section 33, thence southerly on the west line of the Northwest Quarter of the Southwest Quarter of Section 33, on an assumed bearing of S02°44'20"W a distance of 283.32 feet, to the point of intersection with the centerline of a road, as surveyed, thence southwesterly on said centerline, bearing S03°12'50"W, a distance of 61.88 feet, to the point of intersection with the south right of way line of the Burlington - Northern Railroad, said point being the point of Beginning, thence continuing southerly on said centerline, bearing of S03°12'48"W, a distance of 844.75 feet to the point of intersection with a tangent curve to the right, said curve having a radius of 371.00 feet, a chord bearing of S13°33'54"W, a chord length of 133.33 feet and a central angle of 20°42'11", thence southwesterly on the arc of said curve, and said centerline, a distance of 134.06 feet, thence bearing S23°54'59"W, on said centerline, a distance of 161.02 feet, to the point of intersection with a tangent curve to the left, said curve having a central angle of 90°59'26", a radius of 105.00 feet, a chord bearing of S21°34'44"E, a chord distance of 149.77 feet, thence easterly on the arc of said curve and said centerline, a distance of 166.75 feet, thence bearing

S67°04'25"E, on said centerline, a distance of 52.13 feet, thence bearing N22°55'32"E, a distance of 90.45 feet to the Point of Terminus, said 30 foot easement containing an area of 43,474 sq. ft., more or less. ("Licensed Property")

2. Limitation to Described Purpose:

Licensee agrees to use the Licensed Property for the placement of a monitoring well ("well") and ingress and egress for normal vehicular and equipment access to the well ("licensee uses"). Licensors grants the Licensee the right to use the Licensed Property for such licensee uses so long as Licensee does not obstruct or impede Licensors use of the Licensed Property.

3. Monitoring Well:

The monitoring well will be used by Licensee to monitor both water quantity and quality at that location, both functions being statutorily mandated. As such, it is contemplated that Licensee will maintain the monitoring well and the access thereto indefinitely, except as provided hereinafter. Licensee shall not have the right to drill any other wells or put the Licensed Property to any other uses than the licensed uses, without the express written permission of Licensors.

4. Termination:

Licensors 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 ninety (90) days prior to the date specified in such notice for the date of termination. Termination shall be subject to the reimbursement requirements of paragraph 8 hereinbelow.

5. 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 its own risk and it will insure against all loss or damage.

6. Agreement to Indemnify:

To the extent allowed by law, Licensee shall indemnify and hold Licensors harmless from and against any and all loss or damage that shall be caused by the licensee uses or by any wrongful or negligent act or omission of Licensee, its agents or employees. Licensee agrees to maintain the area around the licensee uses 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 Licensors use of the License Property or become a nuisance.

7. 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:

North Platte Natural Resources District
100547 Airport Road
Scottsbluff, NE 69361

ATTN: General Manager

8. Assignment:

Licensor may assign this Agreement at any time without the consent of Licensee. Provided, if the Licensed Premises is conveyed, transferred or otherwise assigned to another person, firm, corporation or entity, such conveyance, transfer or assignment shall be subject to the terms of this License Agreement unless previously terminated. Any grantee, transferee or assignee of the Licensed Premises may require termination of the Licensee's uses by reimbursing the Licensee for the cost of installation of the well and paying for decommissioning of the well, as provided for in paragraph 9.

9. Reimbursement.

In the event this Agreement is terminated requiring the removal of the well, Licensor, or its assignee, shall reimburse the Licensee for the cost of installation of the well at 100% of actual cost if termination occurs within two (2) years of installation, 75% of actual cost if within two (2) to five (5) years, and 50% of actual cost after five (5) years. The actual cost of installation at this site will be no more than \$5,000.00. Licensor, or its assignee, shall also be responsible for the cost of decommissioning the well.

CITY OF SCOTTSBLUFF,

ATTEST:

By _____
Mayor

City Clerk

NORTH PLATTE NATURAL
RESOURCES DISTRICT

By _____
General Manager

STATE OF NEBRASKA, SCOTTS BLUFF COUNTY:

The above and foregoing License Agreement was acknowledged before me on _____, 2018, 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 _____, 2018, by John Berge, as General Manager of the North Platte Natural Resources District, for and on behalf of the North Platte Natural Resources District, Licensee.

Notary Public