

City of Scottsbluff, Nebraska

Monday, December 3, 2018

Regular Meeting

Item Reports2

Council to consider approval of a License Agreement with Auto Spa, LLC and authorize the Mayor to execute the Agreement.

Staff Contact: Nathan Johnson, City Manager

Agenda Statement

Item No.

For Meeting of: December 3, 2018

AGENDA TITLE: Council to consider License Agreement with Auto Spa, LLC.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY: City Manager Nathan Johnson

SUMMARY EXPLANATION: Auto Spa, LLC purchased a lot at the corner of Avenue I and 27th Street to construct a car wash. Auto Spa has requested the use of City right-of-way to provide access to the car wash off of 27th Street and a paved turn-around area to direct vehicles to 27th Street to exit.

BOARD/COMMISSION RECOMMENDATION: N/A

STAFF RECOMMENDATION: City Staff is recommending approval.

EXHIBITS

Resolution ☐

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 11/15/12 City Clerk

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 Auto Spa, LLC, a Nebraska limited liability company ("Licensee").

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

1. **Grant of License:**

Licensee is the owner of the following real estate:

Lot 1, Block 1, Plat of Burlington Northern Subdivision of Blocks One, Two, Three, Four, Five and Six, A Subdivision of the City of Scottsbluff, situated in part of the NE1/4 of Section 22, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska.
("Licensee Property")

Licensor owns and now grants a license to Licensee to use as an access drive and occupy, subject to all of the terms and conditions of this Agreement, the following described real estate:

Unplatted lands adjacent to the Burlington Northern Subdivision, located on the southwest corner of the intersection of 27th Street and Avenue I in the NE1/4 of Section 22, Township 22 North, Range 55 West of the 6th P.M., Scottsbluff, Scotts Bluff County, Nebraska.
("Licensed Property")

2. **Limitation to Described Purpose:**

The Licensed Property constitutes a lot and right-of-way owned by the Licensor. The Licensor agrees to allow the Licensee to use a portion of the Licensed Property for access from 27th street to the Licensee Property and a turn around area on the Licensed Property. The dimensions of the access and turn around area are as set forth on the map which is attached to this Agreement, marked as Exhibit "A", and incorporated by this reference. Licensee agrees to use the Licensed Property solely for placement and maintenance of an access drive and asphalt turn around area to the Licensee Property ("licensee use"). Licensor grants the Licensee the right to use the Licensed

Property, as set forth on Exhibit "A", for such licensee use so long as Licensee does not obstruct or impede Licensors use of the Licensed Property.

3. Termination:

a. 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. 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 Licensed Property to its condition as it exists on the date of this Agreement.

b. Should the Licensee and/or licensee use obstruct or impede Licensors use of the Licensed Property or its right-of-way in any way this Agreement shall immediately terminate.

c. Licensee shall not have the right to rebuild or build any other improvement on the Licensed Property or put the Licensed Property to any other uses than the licensee use.

4. Use at Licensees 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. In the event Licensors is required to remove all improvements or structures on the Licensed Property, it has an unlimited right to do so and, if any of Licensees Property or improvements are damaged in any way, Licensee will assume the full risk of replacing or repairing the property or improvements.

5. Agreement to Indemnify:

Licensee shall indemnify and hold Licensors 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, customers 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 Licensees 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 or safety hazard.

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:

Licensors:
City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361
ATTN: City Clerk

Licensee:
Auto Spa, LLC
C/O Casey York
902 Mockingbird Drive
Scottsbluff, NE 69361

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. Any of Licensee's heirs or assigns shall not have the right to rely on this Agreement.

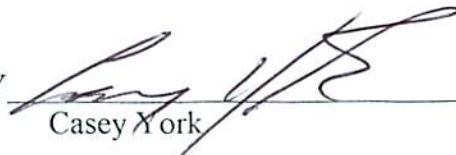
CITY OF SCOTTSBLUFF,

ATTEST:

By _____
Mayor

City Clerk

Auto Spa, LLC, a Nebraska limited liability company

BY  _____
Casey York

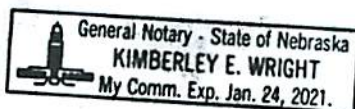
STATE OF NEBRASKA, SCOTTS BLUFF COUNTY:

The above and foregoing License Agreement was acknowledged before me on _____, 2018, by _____, 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 November 26, 2018, by Casey York, as authorized member of Auto Spa, LLC, a Nebraska limited liability company, Licensee.




Notary Public

