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STATE OF NEBRASKA  
COUNTY OF HALL

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KRISTI WOLD  
ASSR/REGISTER OF DEEDS

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REFUNDS:  
CASH \_\_\_\_\_  
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• This Space Reserved for Register of Deeds •



**AMENDED LICENSE AGREEMENT**

This License Agreement is made by and between FATHER FLANAGAN'S BOYS' HOME, hereinafter referred to as the "Licensor," and CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, herein referred to as the "Licensee" and amends that certain License Agreement recorded as document no. 95-104091 in the Office of the Hall County Register of Deeds.

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 and landscaping upon real estate owned by the Licensor:

An illuminated entryway sign approximately ten (10) feet in height and forty (40) feet in length (slight curvature) placed upon a berm of sufficient size to accommodate the dimensions of the sign. The berm may include landscaping with rock and native plants. A row of trees may be planted to provide a backdrop for the sign. Said sign shall be placed as nearly as possible at the location of the existing entryway sign, which shall be removed by Licensee.

2. DESCRIPTION OF LICENSOR'S REAL ESTATE. The Licensor owns the following described real estate to which this License Agreement shall apply:

Lot One (1) in Brennan Subdivision to the 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

Return to:  
RaNae Edwards  
City Clerk  
100 East 1st Street  
Grand Island NE 68801

officers, employees, 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.

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. 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.

6. 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 either party.
- (b) The Licensee's construction or installation of any structure or improvement of any nature upon the real estate 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 real estate 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 this Paragraph 6. Should the Licensee fail to do so, the Licensor may remove or cause the removal of said improvement from the Licensor's real estate and the Licensee agrees to reimburse the Licensor for all its costs.

7. SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the parties hereto, their successors and assigns.

8. 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.

9. CHOICE OF LAWS. This License Agreement shall be construed in accordance with the laws of the State of Nebraska.

