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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:
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• This Space Reserved for Register of Deeds •

22.00

AMENDED LICENSE AGREEMENT

This Amended License Agreement is made by and between HALL COUNTY AIRPORT AUTHORITY, 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. 96-104239 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 eight (8) feet in height and twenty-four (24) feet in length to be placed and maintained on 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 bushes will be planted to provide a backdrop for the sign.

2. DESCRIPTION OF LICENSOR'S REAL ESTATE. The Licensor Authority has exclusive use, occupancy, jurisdiction and control over the following described real estate to which this License Agreement shall apply:

The South Half of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter (S1/2 SE1/4 SE1/4 NE1/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Nine (9) West of the 6th P.M., 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

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

Licensee's sole risk. The Licensee hereby waives any claim for damages against the Licensor, its 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. REMOVAL OF EXISTING SIGN. Upon the construction of the sign as described in paragraph 1, above, Licensee shall cause the removal of the existing city entryway sign located south and west of the intersection of Baron Lane with Sky Park Road, and shall remove adjacent landscaping and restore the site to a grade approximating the surrounding area.

5. 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 neighboring property, the Licensee shall restore the surface of the area surrounding the sign and berm to the same condition as it existed immediately prior to the Licensee's work in the area.

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 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.

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

