

LICENSE AGREEMENT

Agreement made, effective as of the date of acceptance and signature of the parties, by and between the *City of Grand Island*, 100 East First Street, Grand Island, Nebraska 68801, here referred to as Licensor, and *Maintenance, Projects & Construction Corporation*, 1157 Oakton Trail, Evans, GA 30809, a Georgia corporation, here referred to as Licensee.

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

SECTION ONE. GRANT OF LICENSE; DESCRIPTION OF PREMISES

Licensor grants to Licensee a license to occupy and use, subject to all of the terms and conditions of this agreement, the area depicted on the Exhibit 1 attached hereto (approximately 9,182 sq.ft.), said area being a part of Lot One (1), Industrial Second Addition to the City of Grand Island, Hall County, Nebraska, and located at 510 South Stuhr Road, Grand Island, Nebraska.

SECTION TWO. LIMITATION TO DESCRIBED PURPOSE

The above-described property may be occupied and used by licensee solely for the following purposes:

1. Construction Team Member Vehicle Parking.
2. Construction Job Trailer if needed.
3. Construction Team Member Conex Boxes with Tools and Supplies.
4. Minimal Forklift Traffic.
5. Roll Off trash Dumpsters.
6. Mechanical Equipment and Materials Laydown Area.
7. No Electrical Required.
8. No Semi Trucks or trailers allowed on pavement.
9. The North end of the lot would be blocked off to prevent construction traffic from entering into the Impound lots access.
10. Encroachment into the police impound area shall not be permitted.

and for incidental purposes related to such purpose during the period beginning *April 1, 2021* and continuing until the earlier of December 31, 2021 or until this agreement is terminated as provided in this agreement.

SECTION TWO. DAMAGE TO PAVEMENT

No heavy semi loads or heavy equipment in excess of 25,000 lbs. shall be permitted upon the pavement. Licensee shall be responsible for the repair or replacement of any concrete paving or landscaping damaged by Licensee or Licensee's employees, agents, subcontractors, or invitees. There will be a pre- and post- use inspection of this area between Licensor and Licensee.

SECTION THREE. PERIODIC PAYMENTS

Licensee shall pay licensor for this license at the rate of \$ 1,000.00 per month payable in advance. The first payment shall be made on the date of the beginning of the period specified above. Subsequent payments shall be made in advance promptly on the *first day of each month* thereafter during the continuation of this agreement.

SECTION FOUR. TERMINATION

Either party may terminate this agreement at any time, without regard to payment periods by giving written notice to the other, specifying the date of termination, such notice to be given not less than *fifteen (15)* days prior to the date specified in such notice for the date of termination.

If licensee shall make an assignment for the benefit of creditors, or be placed in receivership or adjudicated a bankrupt, or take advantage of any bankruptcy or insolvency law, licensor may terminate this agreement by giving written notice to the licensee, specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date specified in such notice for the date of termination.

SECTION FIVE. APPORTIONMENT OF PAYMENTS ON TERMINATION

- A. On any termination of this agreement, licensor shall apportion the fee paid in advance and the licensor shall refund to the licensee the unearned portion of such fee; provided, however, that no refund shall be in an amount less than \$500.00.
- B. On any termination of this agreement, licensee, shall quit the above- described property, and shall remove from such property all property installed in, on, or attached to the above-described property by or at the request of licensee.
- C. Any termination of this agreement, howsoever caused, shall be entirely without prejudice to the rights of licensor that have accrued under this agreement prior to the date of such termination.

SECTION SIX. GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska.

SECTION SEVEN. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

SECTION EIGHT. MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in

connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION NINE. NOTICES

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

SECTION TEN. 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 without the prior, express, and written consent of the other party.

In witness, each party to this agreement has caused it to be executed on the date indicated below.

Date: April 14, 2021.

Date: April 8, 2021.

CITY OF GRAND ISLAND, Licensor

MAINTENANCE, PROJECTS & CONSTRUCTION CORPORATION, Licensee

BY: Roger S. Steele
Roger S. Steele, Mayor

BY: Tim Foster
Tim Foster, chief executive officer

ATTEST: RaNae Edwards
RaNae Edwards, City Clerk

Jacyn R. Worley
Interim City Attorney

EXHIBIT A

License Area Indicated by Yellow Shading

