

ENTERED AS INSTRUMENT NO

202203455

STATE OF NEBRASKA
COUNTY OF HALL

2022 MAY 11 AM 9 14

RECEIVED
REGISTER/RECORDS SECTION

RWEI-22-9 211 4TH ST W

CASH 52.00
CHECK

REFUNDS:

CASH

CHECK



202203455

52

This Space Reserved for Register of Deed

Please return to:

Catrina DeLosh
Public Works Department
PO Box 1968
Grand Island, NE 68802

62

Right-of-Way/Easement Utility Permit

This Right-of-Way/Easement Utility Permit is granted by the **CITY OF GRAND ISLAND, NEBRASKA**, a municipal Corporation, herein referred to as the "Permitor" and **Unite Private Networks**, hereinafter referred to as the "Permittee".

1. **STATEMENT OF PURPOSE.** The purpose of this Permit is to set forth the terms and conditions, under which the Permittee may construct, maintain, repair, and utilize the following described installation/improvement which will infringe upon a public right of way:

To access the City's public right-of-way to place new underground fiber optic cable in HDPE duct to serve 211 West 4th Street per the attached Exhibit "A", dated 2022/4/19 and consisting of four (4) pages.

2. **DESCRIPTION OF PERMITEE'S UTILITY LOCATION.** The Permittee owns the infrastructure within the Permitor's public right of way to which this Right-of-Way/Easement Utility Permit shall apply:

LOT 2 IN BLOCK 41, GRAND ISLAND ORIGINAL TOWN OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

3. **PERMITEE'S DUTIES AND RISKS.** It is understood and agreed that the Permittee may construct, maintain, repair and utilize the above described installation/improvement at the Permittee's sole risk. The Permittee hereby waives any claim for damages against the Permitor, its officers, employee, agents and independent contractors for any damage or injury that may result to said installation/improvement. If the Permitor, in its sole discretion, determines that any part or all of the installation/improvement must be removed or is damaged by the Permitor, its employees, agents or independent contractors working for the Permitor during the course of their employment or duties with the Permitor, the Permittee agrees to assume and pay all costs relating to the replacement or repair of the installation/improvement. Permittee indemnifies and holds the City harmless from and against all claims arising

out of the use or occupancy allowed under this permit.

All facilities thereto, after having been erected, shall at all times be subject to inspection and the right is reserved to require such changes, additions, repairs, relocations and removal as may at any time be considered necessary to permit the relocation, reconstruction, widening and maintaining of a City facility and to provide proper and safe protection to life and property on or adjacent to City facilities, or in the interest of safety to traffic on the roadways and that the cost of making such changes, additions, repairs and relocations shall be borne by the applicant, and that all of the cost of the work to be accomplished under this permit shall be borne by the permittee who agrees to hold the City harmless therefore.

Permittee is responsible for submitting an approved traffic control plan prior to commencement of any work. Locate flags shall be removed after the "excavator" has determined the work is complete.

Permittee shall coordinate any and all work with the City of Grand Island, their consultant, and contractor eliminate any interference with know/marked City utilities. Any interference with City utilities shall be addressed immediately and at the expense of the Permittee.

4. PROTECTION OF EXISTING UTILITIES. The Permittee is responsible for locating and coordinating original construction and future maintenance work on the described installation/improvement. No excavation work will be permitted in the area of underground utility facilities until all such facilities have been located and identified to the satisfaction of all parties. The excavation must be done with care in order to avoid any possibility of damage to the utility facility. The Permittee shall be responsible for any and all damages, except to the extent that such damaged facility failed to comply with the requirement of Neb. Rev. Stat. 76-2301 et seq. Must maintain three (3) feet of separation where paralleling water main.

The proposed facilities or their operation or their maintenance shall not unreasonably interfere with the facilities or the operation or maintenance of the facilities of other persons, firms or corporations previously issued permits of use and occupancy, and the proposed facilities shall not be dangerous to persons or property using or occupying the roadway or using facilities constructed under previously granted permits of use and occupancy; and that the City's records of prior permits are available, it being the duty of the applicant to determine the existence and location of all facilities within the City right-of-way/easement.

5. RESTORATION OF PROPERTY. If the construction or maintenance of the installation/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/easement or neighboring property, the Permittee shall restore the surface of the area to the same condition as it existed immediately prior to the Permittee's work in the area.

Drainage in roadway side and cross ditches must be maintained at all times. The entire right-of-way/easement affected by work under a permit must be restored to as good a condition as existed prior to beginning work to the complete satisfaction of the City Engineer.

6. EFFECTIVE DATE. This Right-of-Way/Easement Utility Permit shall take effect on the date it is executed by the Public Works Director/City Engineer 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 Right-of-Way/Easement Utility Permit shall terminate upon one or more of the following occurrences:*

- (a) The service of sixty (60) days written notice of intention to terminate by any party upon the other party. If there is a valid Franchise Agreement between the Permitter and Permittee, the termination provisions in that agreement shall supercede.
- (b) The Permittee's application for a permit to alter said improvement or any part thereof, unless said permit is for work due to an occurrence as described in Paragraph 3 above and said work has the prior written approval of the Permitter.
- (c) The Permittee's construction or installation of any structure or improvement of any nature upon the City's property, public right-of-way, or easement owned by the Permitter except that described in Paragraph 1 above.

Upon the termination of this Right-of-Way/Easement Utility Permit, the Permittee shall be required, and hereby

agrees, to remove said improvement from the Permitter's property at its own expense and without cost to the Permitter. 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 Paragraph 7 above. Should the Permittee fail to do so, the Permitter may remove or cause the removal of said improvement from the Permitter's property and the Permittee agrees to reimburse the Permitter for all its costs.

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

9. ENTIRE PERMIT. This Right-of-Way/Easement Utility Permit constitutes the entire permit between the parties notwithstanding any other oral or written permits to the contrary. This Right-of-Way/Easement Utility Permit shall be amended only in writing executed by all parties hereto.

10. CHOICE OF LAWS. This Right-of-Way/Easement Utility Permit shall be construed in accordance with the laws of the State of Nebraska and the City of Grand Island, Nebraska. The rights and privileges granted herein shall be nonexclusive and shall not be construed to be any broader than those expressly set out in City Code or State Law, regardless of the language used in this permit and that any facilities placed on City right-of-way/easement shall be placed in accordance with existing laws and the standards of the City.

11. CONTENT OF LANGUAGE. Wherever the context of the language in this Right-of-Way/Easement Utility Permit is appropriate, the singular shall apply to the plural and the plural shall apply to the singular.

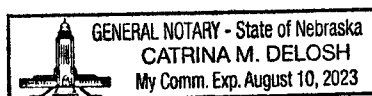
DATED: MAY 10, 2022

PERMITOR:
CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation,

By: [Signature]
John Collins, PE – Public Works Director/City Engineer

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On this 10th day of MAY 2022, before me, the undersigned, a Notary Public, qualified in said County personally came John Collins, PE – Public Works Director/City Engineer for the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing Right-of-Way Utility Permit and acknowledged that the foregoing signature was their voluntary act and deed, and that the City's corporate seal was thereto affixed by proper authority.



CATRINA M. DELOSH
Notary Public

PERMITTEE:
Unite Private Networks

Charlene A. White
SIGNATURE

STATE OF Missouri)
) ss
COUNTY OF JACKSON)

On this 2nd day of May, 20 22 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Charlene White.

VP Real Estate for United Private Networks, known personally to me to be the identical person and such officer who signed the foregoing Right-of-Way Utility Permit and acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed on behalf of the corporation. WITNESS my hand and Notarial Seal the date above written.

Daniel B. Rippee
Notary Public

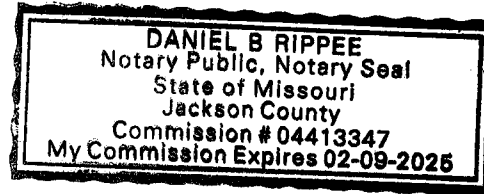


EXHIBIT "A" 2022/4/19

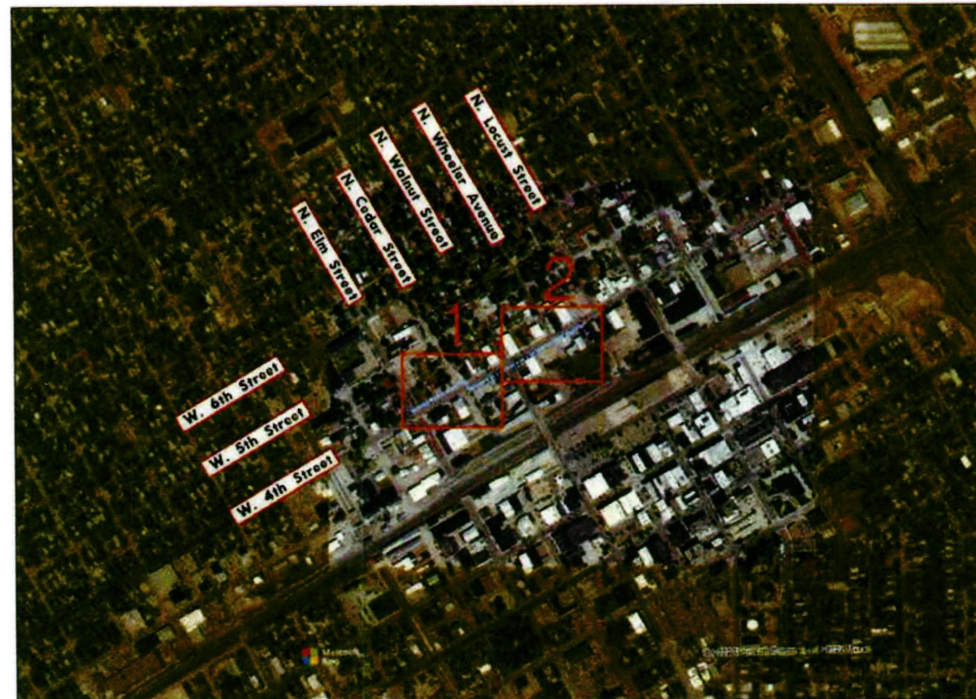
PROJECT COORDINATION CONTACTS			
NAME	AGENCY	PHONE NUMBER	EMAIL
VANCE WEWEL	UNITE PRIVATE NETWORKS	402-878-0940	VANCE.WEWEL@UPNFBER.COM
SONYA CISNEROS	CITY OF GRAND ISLAND	308-389-0261	SONYAC@GRAND-ISLAND.COM

GRAND ISLAND, NEBRASKA UNITE PRIVATE NETWORKS 34471 - T-MOBILE ON04120A 211 W. 4TH STREET

PERMITS REQUIRED	
SHT NO	DESCRIPTION
F.1-F.2	CITY OF GRAND ISLAND

SHT. NO	SHEET INDEX
C.1	COVER
G.1	GENERAL NOTES
F.1-F.2	FIBER DESIGN

NOTE:
CONTRACTOR WILL BE REQUIRED TO OBTAIN A PERMIT TO WORK IN THE ROW INCLUDING AN APPROVED TRAFFIC CONTROL PLAN BEFORE ANY PHYSICAL WORK IS TO TAKE PLACE LOCATE FLAGS SHALL BE REMOVED AFTER THE EXCAVATOR HAS DETERMINED THE WORK IS COMPLETE.



PROJECT NO	SHEET NO
007-0078	C.1
Date: 02/08/2022	Drawn: JTB
	Checked: STS
	Approved: STS

PROJECT: 34471 - T-MOBILE ON04120A
GRAND ISLAND

olsson

Unite
PRIVATE NETWORKS

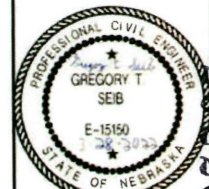


PRIOR TO CONSTRUCTION:

CALL 811 FOR LOCATION OF UNDERGROUND TELEPHONE, ELECTRIC, GAS MAINS, CABLE TELEVISION AND OTHER UTILITIES

EXISTING UNDERGROUND AND OVERHEAD UTILITIES AND DRAINAGE STRUCTURES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL CONTRACTORS TO EXACTLY LOCATE AND PROTECT EACH EXISTING UTILITY BEFORE AND DURING ACTUAL CONSTRUCTION.

CONSTRUCTION SHALL MEET CITY OF GRAND ISLAND STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD PLANS

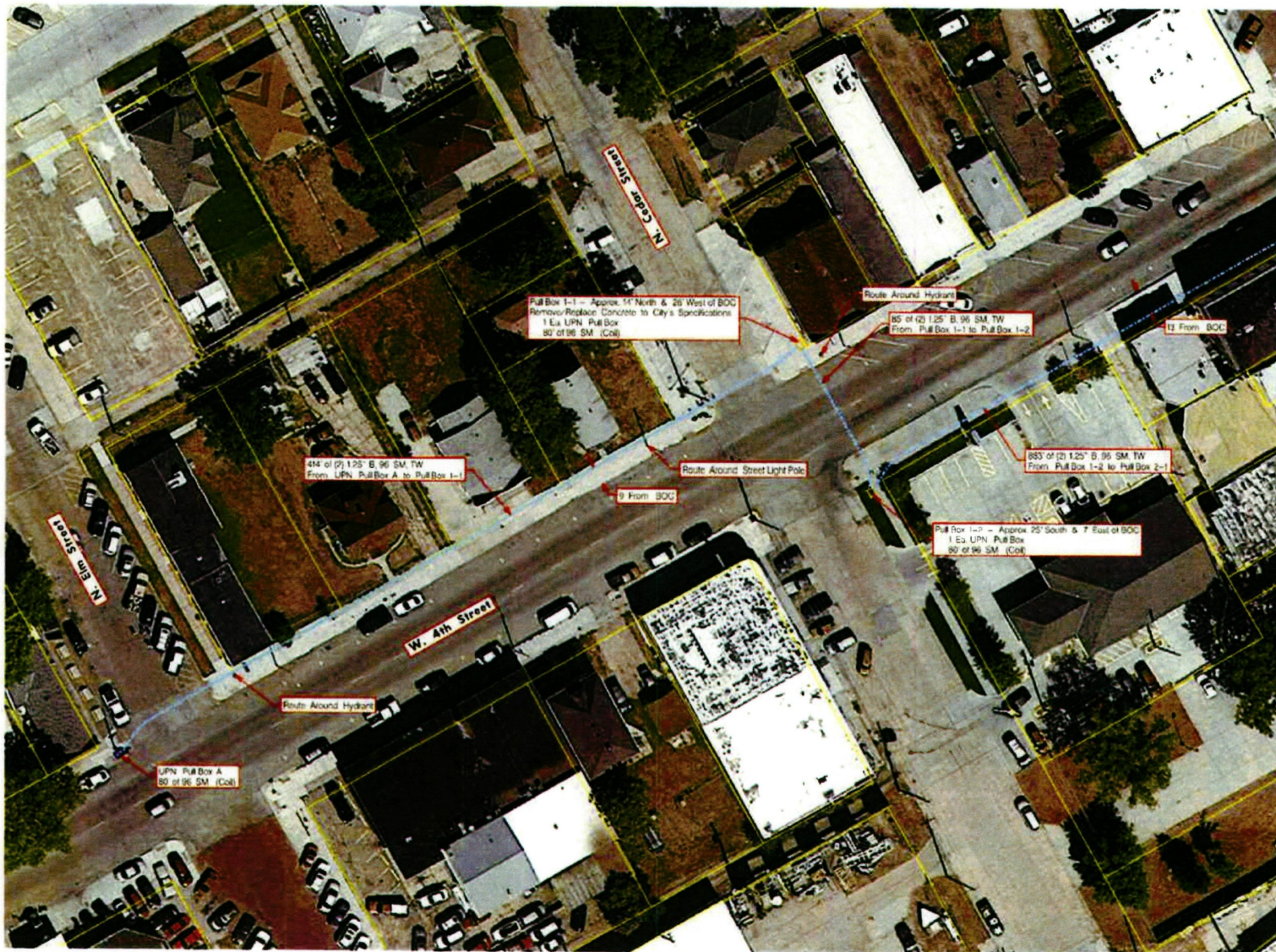


COVER

202203455

CABLE AND CONDUIT DESIGNATIONS

GENERAL NOTES



MATCH LINE SHEET F.2

PROJECT NO.	SHEET NO.
017-0076	F.1
Date: 20/08/2017	Drawn: TSH
Hot Scale: 1:50	Checked: STS
	Approved: CTS

PROJECT 3471 - T-MOBILE OND1120A



Unite
PRIVATE NETWORKS



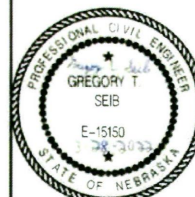
See Us All Day
Nebraska 811
Know what's below.
Call before you dig.

PRIOR TO CONSTRUCTION.

CALL 811 FOR LOCATION OF
UNDERGROUND TELEPHONE
ELECTRIC GAS MAINS CABLE
TELEVISION AND OTHER UTILITIES

EXISTING UNDERGROUND AND OVERHEAD UTILITIES AND DRAINAGE STRUCTURES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL CONTRACTORS TO EXACTLY LOCATE AND PROTECT EACH EXISTING UTILITY BEFORE AND DURING ACTUAL CONSTRUCTION.

CONSTRUCTION SHALL MEET CITY
OF GRAND ISLAND STANDARD
CONSTRUCTION SPECIFICATIONS
AND STANDARD PLANS.



FIBER DESIGN

MATCH LINE SHEET F.1



PROJECT NO. 017-0079	SHEET NO. F.1
DATE: 03/06/2021	DRAWN: JVS
HOIST SCALE: 1"=50'	CHECKED: STS
	APPROVED: GTS

PROJECT 31071 - T-MOBILE CONDUIT
GRAND ISLAND

olsson

Unite
FIBER NETWORKS

Nebraska 811
Know what's below.
Call before you dig.

PRIOR TO CONSTRUCTION:

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CONSTRUCTION SHALL MEET CITY OF GRAND ISLAND STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD PLANS.

PROFESSIONAL CIVIL ENGINEER

GREGORY T. SEIB

E-15150

STATE OF NEBRASKA

FIBER DESIGN