

202203456

STATE OF NEBRASKA
COUNTY OF HALL

2022 MAY 11 AM 9 14

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CASH 52.00
CHECK

REFUNDS:
CASH
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RWEI-22-5

This Space Reserved for Register of Deed

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Please return to:

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

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 bore to place new duct and fiber optic cable, per the attached Exhibit "A" dated 2022/5/3 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:

PUBLIC RIGHT-OF-WAY AT STUHR ROAD AND SWIFT ROAD, IN THE CITY 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



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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 a three (3) foot separation where paralleling water main. No handholes, pull boxes, or vaults shall be placed in the flowline of the ditch and if placed on the sloped embankment on-site approval shall be received prior to installing (when location is known). Control of silt and runoff should be done in conjunction with any excavations especially those parallel to the ditch. Seeding (and erosion control if needed) shall be done after excavation has been backfilled. Also, must keep Wastewater Treatment Plant informed as any impact to the road may require the plant to accommodate local traffic.

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 Permittor.

(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 Permittor 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 Permittor's property at its own expense and without cost to the Permittor. 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 Permittor may remove or cause the removal of said improvement from the Permittor's property and the Permittee agrees to reimburse the Permittor 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

PERMITTOR:

CITY OF GRAND ISLAND, NEBRASKA

A Municipal Corporation

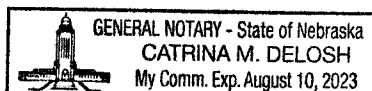
By: [Signature]
John Collins, PE – Public Works Director/City Engineer

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.



[Signature]
Notary Public

PERMITTEE:

Unite Private Networks

[Signature]
SIGNATURE

202203456

STATE OF Missouri)
) ss
COUNTY OF JACKSON)

On this 4th day of May, 2022 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Charlene White,
VP Real Estate, 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



PROJECT COORDINATION CONTACTS			
NAME	AGENCY	PHONE NUMBER	EMAIL
VANCE WEWEL	UNITE PRIVATE NETWORKS	402-646-0940	VANCE.WEWEL@UPNFBER.COM
SONYA CISNEROS	CITY OF GRAND ISLAND	308-389-0261	SONYAC@GRAND-ISLAND.COM

GRAND ISLAND, NEBRASKA UNITE PRIVATE NETWORKS 34138 - VZW SC14

EXHIBIT "A" 2022/5/3

PERMITS REQUIRED	
SHT NO	DESCRIPTION
F1-F2	CITY OF GRAND ISLAND

SHT NO	SHEET INDEX
C1	COVER
G1	GENERAL NOTES
F1-F2	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 PLUGS SHALL BE REMOVED AFTER THE EXCAVATOR HAS DETERMINED THE WORK IS COMPLETE.

NO HH PULL BOXES OR VAULTS SHALL BE PLACED IN THE FLOWLINE OF THE DITCH AND IF PLACED ON THE SLOPED EMBANKMENT SHALL RECEIVE ON-SITE APPROVAL PRIOR TO INSTALLING. WHEN LOCATION IS KNOWN, CONTROL OF SILT AND RUNOFF SHOULD BE DONE IN CONJUNCTION WITH ANY EXCAVATIONS ESPECIALLY THOSE PARALLEL TO THE DITCH BEDDING (AND EROSION CONTROL, IF NEEDED) SHALL BE DONE AFTER EXCAVATION HAS BEEN BACKFILLED.



PROJECT NO.	SHEET NO.
017-0026	C-1
Date: 04/10/2022	Drawn: CTS
Checked: CTS	Approved: CTS

PROJECT: 34138 - VZW SC14

olsson

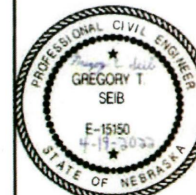


PRIOR TO CONSTRUCTION:

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.

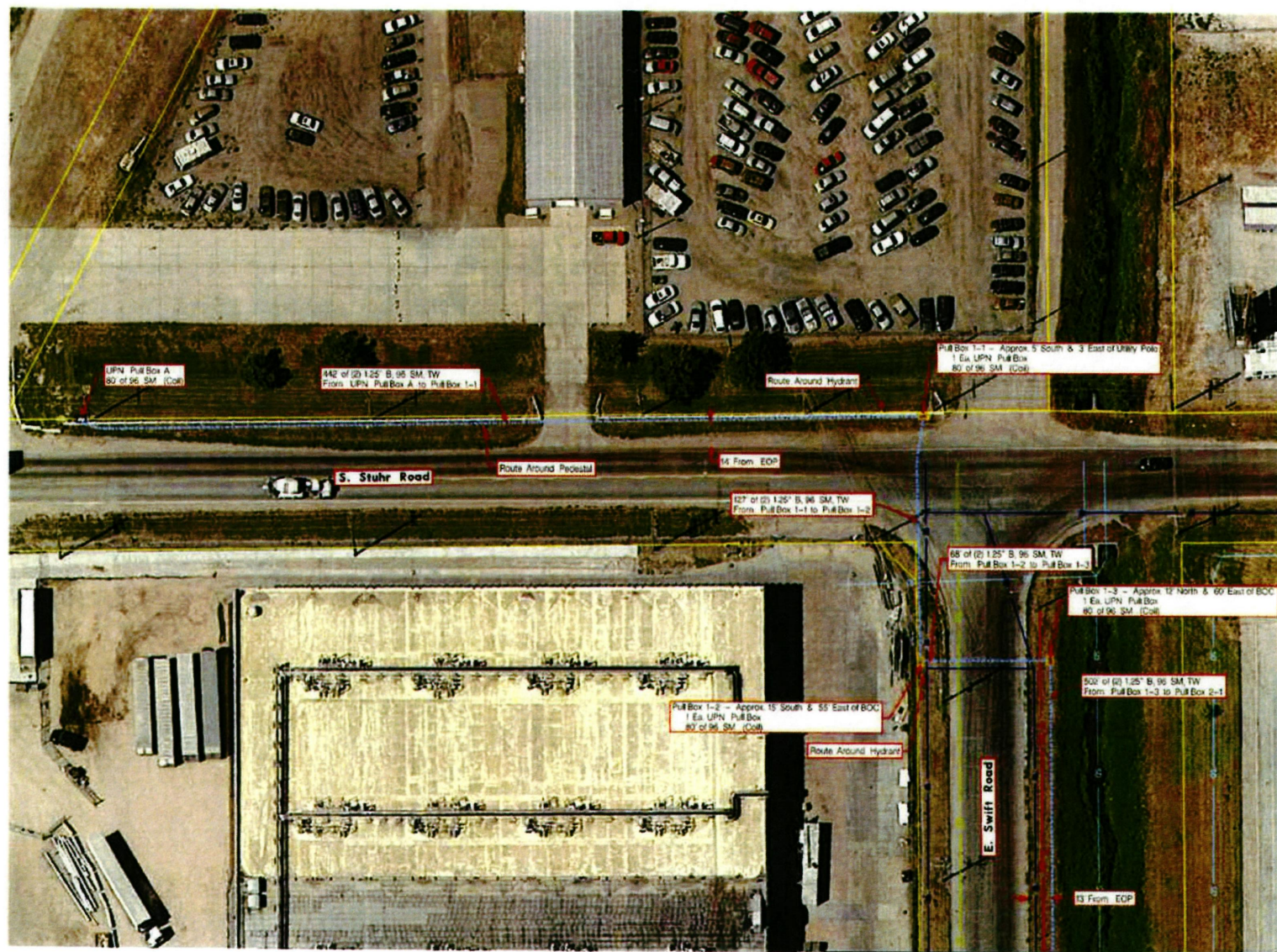
CONSTRUCTION SHALL MEET CITY OF GRAND ISLAND STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD PLANS.



COVER

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GENERAL NOTES

[illegible]

MATCH LINE SHEET F.2

PROJECT NO	SHEET NO	
017-0078	FJ	
Date: 01/19/2002	Drawn	TMM
	Checked	STS
Notes: Scale: 1" = 50'	Approved	GTS

PROJECT 24136 - VZW SC14

olsson



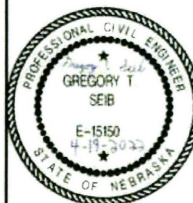
nebraska811.com 800-371-5000
Nebraska 811
Know what's below.
Call before you dig.

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

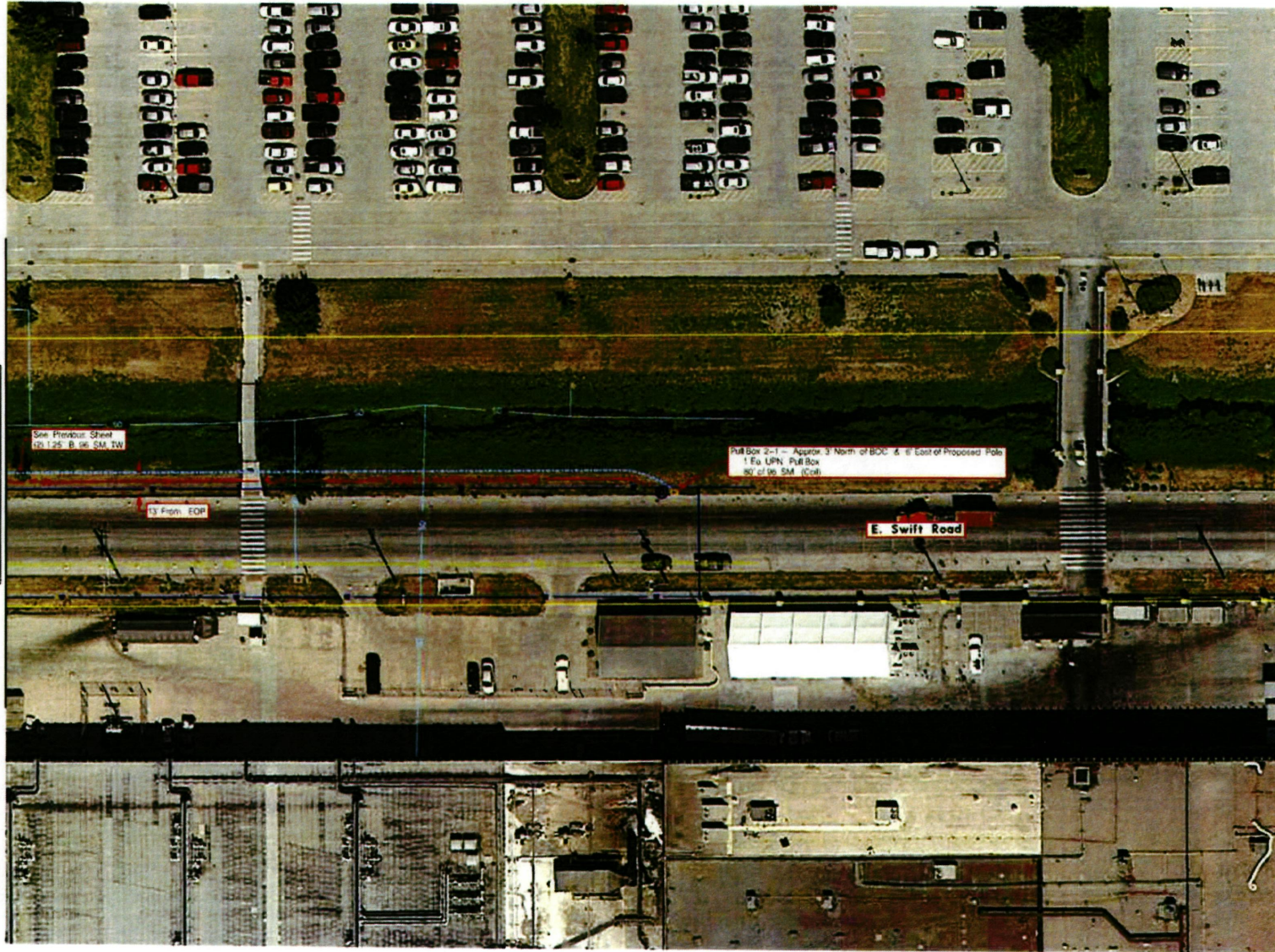


FIBER DESIGN

202203456

DATE: 04/19/2017
 DRAWN BY: GREGORY T. SEIB
 CHECKED BY: GREGORY T. SEIB
 PROJECT: 31158 - VIEW 3017

MATCH LINE SHEET F.1



PROJECT NO.	SHEET NO.
037-0076	F.1
Date: 04/19/2017	Drawn: GTS
Sheet Scale: 1" = 50'	Approved: GTS

PROJECT 31158 - VIEW 3017

olson



PRIOR TO CONSTRUCTION:

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

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



FIBER DESIGN