

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License") is made this 26 day of September 2007 (the "Effective date") by the City of Lawrence, Kansas, a municipal corporation (the "City"), and Jeffery L. and Lina M. Nus ("Licensee"), owner of property legally described as:

Lot 67, Holiday Hills No. 7, an addition in the City of Lawrence, Douglas County, Kansas.

RECITALS

1. The City is the holder of the Right-of-Way along Harvard Drive located in the City of Lawrence, Douglas County, Kansas.
2. Licensee is the owner of certain real estate (the "Property"), located adjacent to and along the right-of-way, in the City of Lawrence, Kansas and legally described above.
3. Licensee wishes to install a privacy fence in the right-of-way approximately 3 foot north of the watermain along Harvard Road in Lawrence, Kansas to enhance the use and enjoyment of the Property. Accordingly, the Licensee has requested permission from the City to install and maintain a wooden privacy fence on a portion of the right-of-way as shown on Exhibit A and the City has agreed to provide a license to Licensee for such purpose, all in accordance with the terms and conditions of this License.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties hereby agree as follows:

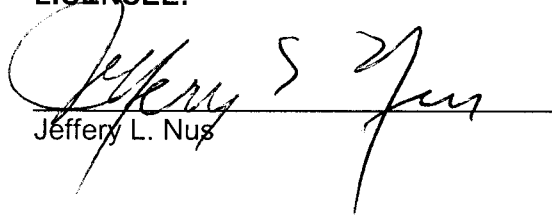
1. **Grant of License**. The City hereby grants to the Licensee the non-exclusive license, right, privilege, and permission (the "License") to use in common with others an area in the right-of-way for the purpose of installing and maintaining, at Licensee's sole cost and expense, a wooden privacy fence approximately 20 feet from the inside edge of the Harvard Drive north curb.
2. **No Representation by the City**. The Licensee represents that the City has made no representations with respect to the right-of-way or its condition, and that the Licensee is not relying on any representations of the City or the City's agents with respect to the use or condition of the right-of-way. This License Agreement grants the Licensee the privilege and permission to use that portion of the right-of-way described in Paragraph 1 of this License Agreement in its present condition "as is" without any warranties subject to the conditions set forth herein.
3. **Covenants of the Owner**. The Licensee hereby covenants and warrants to the City, as follows:
 - a. To maintain the wooden privacy fence at the Licensee's sole cost and expense for the duration of the License Agreement.
 - b. To move or remove the wooden privacy fence immediately upon the City's request if the City determines the wooden privacy fence needs to be moved or removed for the installation, repair, maintenance, or expansion of any streets or utilities located, or to be located in, on, under or through the right-of-way or when Licensee fails to properly maintain the wooden privacy fence. The Licensee shall bear all costs associated with moving or removing the wooden privacy fence and restoring all right-of-way and public infrastructure damaged by removal, and Licensee hereby agrees the City shall have no duty

whatsoever to replace the Licensee's. If the wooden privacy fence has not been removed from the City right-of-way within thirty days after the City's request, the City may have the wooden privacy fence removed and the cost for removal and restoration assessed to the Licensee.

- c. To comply with all applicable laws and ordinances, including land use requirements and building standards of the City of Lawrence and the County of Douglas, Kansas.
 - d. To refrain from causing any waste, damage, or injury to the right-of-way.
 - e. The Licensee shall not have any right to enlarge the present scope of this License Agreement, without the prior written consent of the City.
4. **Indemnification of the City.** During the time this License Agreement is in effect, the Licensee agrees to indemnify, defend, and save the City, and the City's officers, commissioners, agents, employees, grantees, and assigns, harmless from and against all claims, actions, liabilities, damages, costs, expenses, and judgments, including attorneys' fees, which relate to, arise from, or are in connection with the Licensee's use or occupancy of the right-of-way, or any portion thereof or the maintenance of the wooden privacy fence on the right-of-way, on account of any injury to persons or damage to property, excluding therefrom such injury or damage caused by the negligence of the City.
5. **Accommodation.** The permission granted to the Licensee under this License Agreement is given to the Licensee as an accommodation, and shall be without charge to the Licensee. The Licensee hereby acknowledges the City's rights to the right-of-way, and agrees to never assail, resist, or deny such rights by virtue of the Licensee's occupancy or use under this License Agreement.
6. **Term and Termination.** The City reserves the right to terminate the permission granted by this License Agreement at any time and for any reason by giving the Owner at least 30 days written notice of such termination, except that the City may, at the City's election, terminate the permission immediately without such notice at any times, if (i) the Licensee fails to comply with or abide by each and all of the provisions of this License Agreement, or (ii) if the continued use of the License presents a health or safety hazard.
7. **Binding Effect.** This License Agreement shall, at all times, be binding upon the City and the Licensee and all owners of the Property and all parties claiming by, through, or under them, shall run with the land, and shall be for the benefit of and limitations upon all future owners of the Property; provided, however, that the rights, duties, and obligations, of each owner as set forth herein shall cease with the termination of his or its ownership of the Property, or portion thereof, except for the duties and obligations arising during the period of his or its ownership.
8. **Authorization.** Each of the persons executing this Agreement on behalf of the respective Parties represents and warrants that they have the authority to bind the Party on behalf of whom they sign this Agreement, and that all acts requisite to the authorization to enter into this Agreement have been taken and completed.
9. **Governing Law.** This License Agreement shall be construed and enforced in accordance with, and governed by, the law of the State of Kansas.

IN WITNESS WHEREOF, the undersigned have caused this License Agreement to be executed as of the Effective Date.

LICENSEE:


Jeffery L. Nus

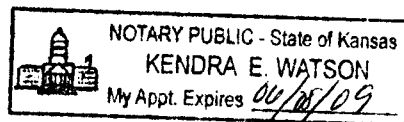

Lina M. Nus

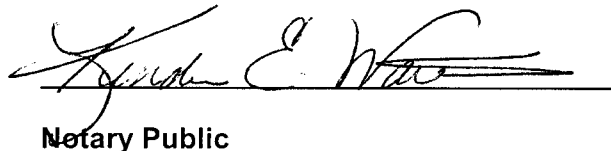
STATE OF KANSAS)
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 26th day of September, 2007, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jeffery and Lina Nus, who are personally known to me to be the same persons who executed the within and foregoing instrument of writing and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Seal:




Notary Public

**CITY OF LAWRENCE, KANSAS, a
Municipal Corporation**

David L. Corliss, City Manager

STATE OF KANSAS)
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this _____ day of _____, 2007, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came David L. Corliss, City Manager, who is personally known to me to be the same person who executed the within and foregoing instrument of writing and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Seal:

Notary Public