

RIGHT-OF-WAY ENCROACHMENT LICENSE AGREEMENT

THIS RIGHT-OF-WAY ENCROACHMENT LICENSE AGREEMENT (the “License”) is made this ____ day of _____ 2008 (the “Effective date”) by and between the City of Lawrence, Kansas, a municipal corporation (the “City”), and Immanuel Lutheran Church and University Student Center (“Licensees”), owners of property legally described as:

**LOT 1, BLOCK ONE, UNIVERSITY LUTHERAN CENTER
ADDITION, LAWRENCE, DOUGLAS COUNTY KANSAS**

RECITALS

1. The City is the holder of the Right-of-way along Bob Billings Parkway located in the City of Lawrence, Douglas County, Kansas.
2. Licensees are the owners of certain real estate (the “Property”), located at 2104 West Bob Billings Parkway, adjacent to and along the right-of-way, in the City of Lawrence, Kansas and legally described above.
3. Licensees have requested permission from the City to maintain an existing parking lot access drive on a portion of the right-of-way as shown in Exhibit A and the City has agreed to provide a License to Licensees 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:

The above recitals are incorporated by reference as if fully set forth herein and shall be as effective as if repeated verbatim.

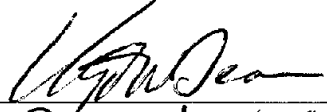
1. **Grant of License.** The City hereby grants to the Licensees the non-exclusive license, right, privilege, and permission (the “License”) to use in common with others an area in the right-of-way for the purpose of maintaining, at Licensees’ sole cost and expense a parking lot access drive.
2. **No Representation by the City.** The Licensees represent that the City has made no representations with respect to the right-of-way or its condition, and that the Licensees are 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 Licensees the privilege and permission to use that portion of the right-of-way described in Exhibit A of this License Agreement in its present condition “as is” without any warranties subject to the conditions set forth herein.

3. **Covenants of the Licensee.** The Licensees hereby covenant and warrant to the City, as follows:
- a. To maintain the parking lot access driveway at the Licensees' sole cost and expense for the duration of the License Agreement.
 - b. To move or remove the parking lot access drive immediately upon the City's request if the City determines the parking lot access drive 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 Licensees fail to properly maintain parking lot access drive. The Licensees shall bear all costs associated with moving or removing the parking lot access drive and Licensees hereby agree the City shall have no duty to replace the Licensees' parking lot access drive. If the parking lot access drive has not been removed from the City right-of-way within thirty days after the City's request, the City may have the parking lot access drive removed and the cost for removal 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 Licensees 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 Licensees agree 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 Licensees' use or occupancy of the right-of-way, or any portion thereof or the maintenance of a drop-off lane and solar powered bollards 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 Licensees under this License Agreement is given to the Licensees as an accommodation, and shall be without charge to the Licensees. The Licensees hereby acknowledge the City's rights to the right-of-way, and agree to never assail, resist, or deny such rights by virtue of the Licensees' 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 Licensees 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 Licensees fail 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 parking lot access drive presents a health or safety hazard.

7. **Binding Effect.** This License Agreement shall, at all times, be binding upon the City and the Licensees 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.
10. **Recitals.** The above recitals are incorporated by reference as if fully set forth herein and shall be as effective as if repeated verbatim.

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

LICENSEES:



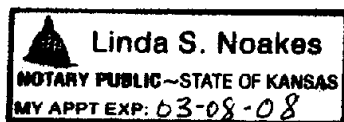
 President, LLC

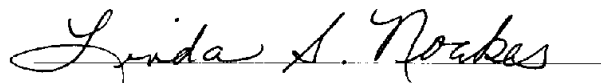
STATE OF KANSAS)
 COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 2nd day of January, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came W. Dean 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 _____, 2008,
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

IOWA STREET / U.S. HIGHWAY 59

LOT 1, BLOCK ONE,
UNIVERSITY LUTHERAN
CENTER ADDITION

BOB BILLINGS PARKWAY

100' RIGHT-OF-WAY

EXHIBIT A
RIGHT-OF-WAY ENCROACHMENT LICENSE AGREEMENT
IMMANUEL LUTHERAN CHURCH AND UNIVERSITY STUDENT CENTER
LAWRENCE, KANSAS

SCALE: 1" = 30'